

PROFESSIONAL SERVICES AGREEMENT

FOR

VISION CARE BENEFITS

CONTRACT No. 12-18-121



**APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS**

FEB - 5 2013

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BETWEEN

**COOK COUNTY GOVERNMENT
Department of Risk Management**

AND

EYEMED VISION CARE and FIRST AMERICAN ADMINISTRATORS, INC.

**Toni Preckwinkle
President**

**Shannon E. Andrews
Acting Chief Procurement Officer**

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 2	Plan of Benefits Attachment 1: EyeMed Advantage Plan A Fee for Service
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of the Department of Risk Management hereinafter referred to as "County" and EyeMed Vision Care, Inc. doing business as a Corporation of the State of Delaware, hereinafter referred to as "Contractor", and First American Administrators, Inc., a licensed thirty Party administrator ("FAA"), pursuant to authorization by the Cook County Board of Commissioners on the 5th day of February, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Qualifications/Proposals "RFQ/P" for Vision Care Benefits. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected by the County representatives based on the proposal submitted.

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Using Department.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subcontractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services
 Attachment 1: Excerpt from EyeMed Proposal
- Exhibit 2 Plan of Benefits
 Attachment 1: EyeMed Advantage Plan A Fee for Service
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Contractor must not reassign or replace Key Personnel without providing notice of the change to County. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d (ii). The Department may at any time in

writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability. Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly from the Services.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section (2) Commercial General Liability.

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Managed Care Organization Errors and Omission

When any professional contractors perform Services in connection with this Agreement, Managed Care Organization Errors and Omission Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section (4) Managed Care Organization Errors and Omission.

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Contractor must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the County Insurance Certificate Form or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must endeavor to provide for 30 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Contractor in no way limit Contractor's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Contractor under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office,

which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, reasonable attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any third-party claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

For purposes of this Indemnification provision participating providers are not considered agents, employees, contractors, subcontractors, licensees or invitees of the Contractor, provided that such exclusion shall not relieve EyeMed, its affiliates or any of their respective directors, officers, employees, agents, successors and assigns of their responsibility to appropriately credential such providers or any of their other responsibilities hereunder with respect to such participating providers.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party, except subcontractors who need the records, materials or data to perform services pursuant to this Agreement, Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

Contractor or its representative shall have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of all subcontractors who perform services in furtherance of this Contract involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later

disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, to subcontractors or assignees who support Cook County's vision program only, and not any of Contractor's other clients, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the

total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on March 1, 2013 ("**Effective Date**") and continue until December 31, 2015 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4 may result in economic or other losses to the County.

ii) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Contractor according to the compensation provisions in the attached Exhibit 2 for the successful completion of services.

Maximum Compensation: Payments under this Agreement must not exceed **\$8,266,722.00**

Notwithstanding the above, and unless there is a good faith dispute regarding whether invoiced sums are owed by County, it is agreed that Contractor may stop paying claims immediately in the event County fails to submit payment for invoices within 90 days of receipt.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is **542-179** and various. Payments under this Agreement must not exceed the dollar amount shown in Article 5.a. without a written amendment in accordance with Section 10.c. In the event the Contract's value comes within 10% of the Maximum Compensation, as shown in Article 5.a., the County at its discretion shall request approval from the Cook County Board as soon as practicable to ensure the County's ability to meet its payment obligations to Contractor pursuant to the terms of this Contract and Article 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and

under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the county and Contractor shall be referred to the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will furnish a copy of his recommendation in writing, if any, to the Contractor. The Chief Procurement Officer's recommendation shall be considered in good faith by the parties. Dispute resolution as provided herein shall be a condition precedent to any legal proceedings.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Article 9, Sections a) and b).

b) Ethics

i) In addition to the foregoing warranties and representations, Contractor warrants:

(1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Article 3 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Article 9, Sections a) and b) of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Article 9, Sections a) and b) is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section c).

d) Suspension

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- (i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination, less an estimated reserve amount for future claims incurred but not received. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) Order of Precedence

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

This Contract's Terms and Conditions

Exhibit 1	Scope of Services Attachment 1: Excerpt from EyeMed Proposal
Exhibit 2	Plan of Benefits Attachment 1: EyeMed Advantage Plan A Fee for Service
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

iii) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iv) No Omissions

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Modifications and Amendments

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. The Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated in the Circuit Court of Cook County, State of Illinois or the Northern District of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Department of Risk Management
118 N. Clark Street, Room 1072
Chicago, Illinois 60602
Attention: Director of Risk Management

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Contractor: EyeMed Vision Care
4000 Luxottica Place
Mason, Ohio 45040
Attn: Sharon Mukes

First American Administrator
4000 Luxottica Place
Mason, Ohio 45040
Attn: Sharon Mukes

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 - 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

☒ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. ☐ Direct Participation of MBE/WBE Firms

☐ Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Contract #: _____

Address: _____

City/State/ Zip: _____

Contact Person: _____

Phone: _____ Fax: _____

Certification Expiration Date: _____

Race/Gender: _____

Email: _____

Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

☐ No ☐ Yes – Please attach explanation.

Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public _____

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- ☐ FULL MBE WAIVER ☐ FULL WBE WAIVER
- ☐ REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
- _____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- ☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- ☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- ☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- ☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- ☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- ☐ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- ☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- ☐ (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- ☐ (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: X

- b) If yes, list business addresses within Cook County:

- c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

X

Applicant has no "Substantial Owner."

OR:

The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege:

County Department:

Vision Care Benefits

RISK Mgmt / Office of Chief Procurement Officer

Applicant Information:

Last name:

SS# (Last Four Digits):

Street Address:

City:

Home Phone:

First Name:

MI:

State:

Drivers License No:

First American Administrator 3

N/A; TIN IS 86-0773195

4000 Luxottica Place

Mason

OH

45040

23765-3408

N/A

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

 A. The Applicant has no judicially or administratively ordered child support obligations.

 B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.

 C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations

 X D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature:

Date:

Subscribed and sworn to before me this

day of

September

20

X

Notary Public Signature

Reviewed As To Form

EyeMed Legal



JANEL M. NIOLET
Notary Public
In and for the State of Ohio
My Commission Expires
2-10-13

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name: First American Administrators D/B/A: _____

EIN NO.: 860773195

Street Address: 4000 Luxottica Place

City: Mason State: OH Zip Code: 45040

Phone No.: 513-765-3408

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
EyeMed Vision Care	4000 Luxottica Place	100%
	Mason, OH 45040	

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☒ No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- ☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Brian Silverberg
Name of Authorized Applicant/Holder Representative (please print or type)

Signature

bsilverb2@eyemedvisioncare.com
E-mail address

Vice President, Finance & New Business Development
Title

April 13, 2012
Date

(513) 765-6643
Phone Number

Subscribed to and sworn before me
this 14 day of Apr. 2012

Agnes K. Kozsely
AGNES K. KOZSELY
NOTARY PUBLIC

Mason, OH
MY COMMISSION EXPIRES
6/24/14

My commission expires:

Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX

312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew

- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law

- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employer: _____ Title: _____
Business Entity Name: First American Administrators Phone: 513-765-3408
Business Entity Address: 4000 Luxottica Place, Mason, OH 45040

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employer Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

☒ There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

[Signature]
Owner/Employer's Signature

8/15/12
Date

Subscribe and sworn before me this 25th Day of September, 2012

a Notary Public in and for Stargen County



JANEL M. NIOLET
Notary Public
In and for the State of Ohio
My Commission Expires
2-10-13

My Commission expires 08/10/13

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

Reviewed As To Form
[Signature]
EyeMed Legal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A CORPORATION

(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: First American Administrators, Inc.

BUSINESS ADDRESS: 4000 Luxottica Place
Mason, OH 45040

BUSINESS TELEPHONE: 513 765-3408 FAX NUMBER: 513-492-3408

CONTACT PERSON: Sharon Mukes

FEIN: 86-0773195 *IL CORPORATE FILE NUMBER: 65698781

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Liz Diglandomenico VICE PRESIDENT: James Neitzke

SECRETARY: Michael Boxer TREASURER: Vito Giannola

**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this

8th day of January, 2013

x Lisa Kalivas
Notary Public Signature

LISA KALIVAS
My commission expires: Notary Public, State Of New York
No. 01KA6085132
Qualified In Suffolk County
Commission Expires December 23, 20 14
Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

Reviewed As To Form
[Signature]
EyeMed Legal

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 - 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- ☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- ☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- ☒ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. ☒ Direct Participation of MBE/WBE Firms ☐ Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Vision Health Management Systems, Inc.
 Address: 5401 S. Wentworth Ave, Ste 14-C, Chicago, IL 60609
 E-mail: ahd141@comcast.net

Contact Person: Addie Davis Phone: 773-924-5234

Dollar Amount Participation: \$ 150,000 annually
 Percent Amount of Participation: 100% meeting goal of 35% admin fees %

*Letter of Intent attached? Yes ☒ No ☐
 *Letter of Certification attached? Yes ☒ No ☐

MBE/WBE Firm: Tropical Optical
 Address: 3624 West 26th St, Chicago, IL 60623
 E-mail: Dan Arce@aol.com

Contact Person: Dan Arce Phone: 773-762-5662

Dollar Amount Participation: \$ 35,000 annually estimated based on claims
 Percent Amount of Participation: 0 toward goal of 35% admin fees %

*Letter of Intent attached? Yes ☒ No ☐
 *Letter of Certification attached? Yes ☒ No ☐

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Vision Health Mgmt Systems Contract #: RFQ/P 12-18-121
 Address: 5401 S. Westworth Ave. City/State/ Zip: Chicago, IL 60609
Ste 14-C
 Contact Person: _____ Phone: _____ Fax: _____
 Certification Expiration Date: _____ Race/Gender: _____
 Email: _____

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Vision Screenings, Vision information & education

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$150,000 annually

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Joseph W. McCoy Jr.
 Signature (M/WBE)
Joseph W. McCoy Jr.
 Print Name

Brian Silverberg
 Signature (Prime Bidder/Proposer)
BRIAN SILVERBERG
 Print Name

Vision Health Management Systems
 Firm Name
4/9/2012
 Date

4/12/12
 Firm Name
 Date

Subscribed and sworn before me this 12th day of April, 2012.

Notary Public Agnes K. Kozsely

SEAL

AGNES K. KOZSELY
NOTARY PUBLIC
Mason, OH
MY COMMISSION EXPIRES
6/24/14

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEEN COLLINS	1st Dist.	PETER M. SILVESTRI	8th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GARRA	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY D. SCHWEIDER	15th Dist.
EDWIN REYES	9th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORVAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

September 12, 2011

Dr. Henry Moore, President
Vision Health Management Systems, Inc.
5401 S. Wentworth Avenue - Suite 14C
Chicago, Illinois 60609

Annual Certification Expires: October 30, 2012

Dear Dr. Moore:

We are pleased to inform you that Vision Health Management Systems, Inc. has been Re-certified as a MBE(6)WBE by Cook County Government. This MBE(6)WBE Certification is valid until October 30, 2014; however your firm must be revalidated annually. Your firm's next annual validation is required by October 30, 2012.

As a condition of continued Certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Please include the non-refundable fee of \$50.00, payable to Cook County Department of Revenue. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a MBE(6)WBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Professional Service: Optometrist

Your firm's participation on Cook County contracts will be credited toward MBE(6)WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE(6)WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall
LaVerne Hall
Director
LH/gb



Printed on Recycled Paper

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Tropical Optical
 Address: 3624 West 21st St
 City/State: Chicago IL Zip: 60623
 Phone: 773-762-5400 Fax: 773-762-0121
 Email: info@opticaltropical

Certifying Agency: CMSTCL
 Certification Expiration Date: June 1, 2016
 FEIN #: 362725214
 Contact Person: Dan Arce
 Contract #: RFQ/P 12-18-121

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

☒ No ☐ Yes - Please attach explanation.

Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: Tropical Optical is a provider on EyeMed's network and provides Cook County members with optical exams and services. As a provider for Cook County's plan, Tropical Optical locations are included in provider locator search functions. Effective immediately, all vision wellness member mailings conducted for Cook Cnty will include at least one Tropical Optical location. Additionally, Cook County's custom member website will highlight Tropical
 Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services: Optical as a provider.

35000 annual estimate based on claims from Cook County members that choose Tropical Optical for vision services.
 (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

DANIEL ARCE
 Print Name

TROPICAL OPTICAL
 Firm Name

01/25/13
 Date

Signature (Prime Bidder/Proposer)

KEVIN HILST
 Print Name

LUXOTICA/EYEMED VISION CARE
 Firm Name

1-29-13
 Date

Subscribed and sworn before me

this 25th day of January 2013
 Notary Public: [Signature]

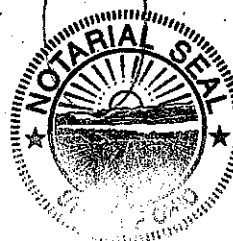
SEAL



Subscribed and sworn before me

this 21st day of January 2013
 Notary Public: [Signature]

SEAL



JANEL M. NIOLET
 Notary Public
 In and for the State of Ohio
 My Commission Expires
 2-10-13
 5.10.12

EDS-2

01-31-13A10:51 RCVD



CITY OF CHICAGO
OFFICE OF COMPLIANCE

May 23, 2011

Guadalupe Arce
Tropical Optical Company
3624 West 26th Street 2nd Floor
Chicago, IL 60623-3936

Annual Certificate Expires: June 1, 2016

Dear Guadalupe Arce:

We are pleased to inform you that Tropical Optical Company has been certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until June 1, 2016; however your firm must be re-validated annually. Your firm's No Change Affidavit is due by April 1, 2012.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate and Individual Tax Returns. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

333 S. State St., Suite 320, Chicago, IL 60604 • (312) 747-7778

www.cityofchicago.org/compliance

333 S. State St., Suite 320, Chicago, IL 60604 • (312) 747-7778

www.cityofchicago.org/compliance

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐ FULL MBE WAIVER ☐ FULL WBE WAIVER

☐ REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- ☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- ☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- ☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- ☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- ☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- ☐ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- ☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- ☐ (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- ☐ (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: X

- b) If yes, list business addresses within Cook County:

- c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

X

Applicant has no "Substantial Owner."

OR:

The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege:

County Department:

Vision Care Benefits
Risk Management/Office of Chief Procurement Officer

Applicant Information:

Last name: EyeMed Vision Care First Name: _____ MI: _____

SS# (Last Four Digits): N/A TIN is: 31-1656473

Street Address: 4000 Luxottica Place

City: Mason State: OH Zip: 45040

Home Phone: 613-769-3408 Drivers License No: N/A

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- ☐ A. The Applicant has no judicially or administratively ordered child support obligations.
- ☐ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- ☒ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations.
- ☐ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: _____ Date: 8/15/12

Subscribed and sworn to before me this 15th day of September, 2012

X Janel M. Niolet
Notary Public Signature



JANEL M. NIOLET
Notary Public
In and for the State of Ohio
My Commission Expires
2-10-13

Reviewed As To Form

JM
EyeMed Legal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name EyeMed Vision Care D/B/A: _____ EIN NO: 31-1656473

Street Address: 4000 Luxottica Place

City: Mason State: OH Zip Code: 45040

Phone No.: 513-765-3408

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Luxottica Retail North America, Inc	4000 Luxottica Place	100%
	Nashon, OH 45040	

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- [] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [☒] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Brian Silverberg
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

bsilverb2@eyemedvisioncare.com
E-mail address

Vice President of Finance
& New Business Development
Title

April 13, 2012
Date

(513) 765-6643
Phone Number

Subscribed to and sworn before me
this 11 day of Apr, 2012

x [Signature]
Notary Public Signature

My commission expires: 6/24/14

Notary Seal

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege:

Vision Care Benefits

County Department:

Risk Mgmt/Office of the Chief Procurement Officer

Applicant Information:

Last name:

Luxottica Retail North America, Inc.

First Name:

MI:

SS# (Last Four Digits):

N/A

Street Address:

4000 Luxottica Place

City:

Mason

State:

OH

Zip:

45040

Home Phone:

513-765-3408

Drivers License No:

N/A

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- ☐ A. The Applicant has no judicially or administratively ordered child support obligations.
- ☐ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- ☐ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations.
- ☒ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature:

[Signature]

Date:

10-23-12

Subscribed and sworn to before me this

23rd

day of

October

2012

X

[Signature]

Notary Public Signature

Notary Seal

LISA A. LEWIS

NOTARY PUBLIC, STATE OF NEW YORK

NO. 01LE4743003

Qualified in Nassau County

Commission Expires

2/28/14

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☐ Applicant or ☒ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Luxottica Retail North America, Inc. D/B/A: _____

EIN NO: 31-1339854

Street Address: 4000 Luxottica Place

City: Mason

State: OH

Zip Code: 45040

Phone No: 513 765-3408

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
US Shoe	44 Harbor Park Drive	100%
	Port Washington, NY 11050	

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☒ No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- ☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Brian Silverberg
Name of Authorized Applicant/Holder Representative (please print or type)


Signature

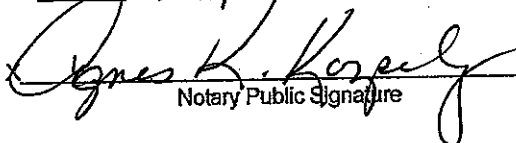
bsilverb2@eyemedvisioncare.com
E-mail address

Vice President of
Financed New Business
Development
Title

April 13, 2012
Date

(513) 765-6643
Phone Number

Subscribed to and sworn before me
this 11 day of Apr, 2012


Notary Public Signature

My commission expires:
6/24/14

Notary Seal

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification of the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege:

County Department:

Vision Care Benefits
RISK Mgmt/Office of the Chief Procurement Officer

Applicant Information:

Last name:

First Name:

MI:

SS# (Last Four Digits):

Street Add.

City:

State:

Zip:

Home Phone:

Drivers License No:

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- ☐ A. The Applicant has no judicially or administratively ordered child support obligations.
- ☐ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- ☐ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- ☒ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature:

Date:

Subscribed and sworn to before me this

day of

, 2012

X

Notary Public Signature

Notary Seal

LISA A. LEWIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LE4743003
Qualified in Nassau County
Commission Expires 4/28/14

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

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"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☐ Applicant or ☒ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name: The United States Shoe Corporation D/B/A: _____

EIN NO. 31-0474200

Street Address: 12 Harbor Park Drive

City: Port Washington State: NY

Zip Code: 11050

Phone No. 516-484-3800

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Luxottica USA LLC	12 Harbor Park Dr	100%
	Port Washington, NY 11050	

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		


3. Is the Applicant constructively controlled by another person or Legal Entity? ☒ Yes ☐ No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Luxottica USA LLC	12 Harbor Park Dr	100%	Parent Company
	Port Washington, NY 11050		

Declaration (check the applicable box):

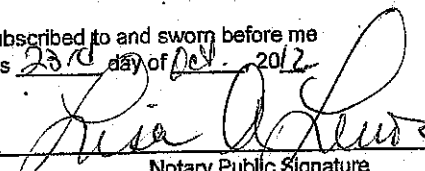
☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Michael A. Boxer
Name of Authorized Applicant/Holder Representative (please print or type)

Signature
mboxer@US.Luxottica.com
E-mail address

Sr. VP, General Counsel & Secretary
Title
10/23/12
Date
516-484-3800
Phone Number

Subscribed to and sworn before me
this 23rd day of Oct. 2012

X 
Notary Public Signature

My commission expires:

Notary Seal

EDS-10

LISA A. LEWIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LE4743003
Qualified in Nassau County
Commission Expires 2/28/14

11.1.11

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

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All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege:

County Department:

Vision Care Benefits
Risk Mgmt/Office of the Procurement Officer

Applicant Information:

Last name:

Luxatica USA LLC

First Name:

MI:

SS# (Last Four Digits):

Street Address:

City:

Home Phone:

12 Harbor Park Dr

Port Washington

State:

NY

Zip:

11050

Drivers License No:

N/A

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- ☐ A. The Applicant has no judicially or administratively ordered child support obligations.
- ☐ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- ☐ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations.
- ☒ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature:

Date:

Subscribed and sworn to before me this

23rd

day of

October

2012

X

Notary Public Signature

Notary Seal

LISA A. LEWIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LE4743003
Qualified in Nassau County
Commission Expires 8/28/14

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [] Applicant or [X] Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name UXD Office USA LLC U/B/A: _____

EIN NO. 13-3245444

Street Address: 12 Harbor Park Dr

City: Post Washington State: NY Zip Code: 11050

Phone No. 516-484-3800

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Arnette Optic Illusions, Inc.	112 Harbor Park Dr.	100%
	Port Washington, NY 11050	

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

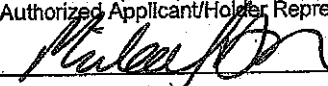
3. Is the Applicant constructively controlled by another person or Legal Entity? ☒ Yes ☐ No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Arnette Optic Illusions, Inc.	112 Harbor Park Dr.	100%	Parent Company
	Port Washington, NY 11050		

Declaration (check the applicable box):

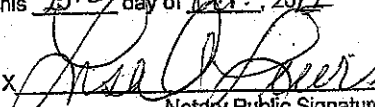
☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Michael A. Boxer
Name of Authorized Applicant/Holder Representative (please print or type)

Signature
mboxer@us.lexoptica.com
E-mail address

SVP, General Counsel & Secretary
Title
10/23/12
Date
516-484-3800
Phone Number

Subscribed to and sworn before me
this 23rd day of Oct., 2012


Notary Public Signature

My commission expires:

Notary Seal

LISA A. LEWIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LE4743003
Qualified in Nassau County
Commission Expires 2/28/14

EDS-10

11.1.11

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege:

County Department:

Vision Care Benefits
Risk Mgmt/Office of the Procurement Officer

Applicant Information:

Last name:

First Name:

MI:

SS# (Last Four Digits):

Street Address:

City:

State:

Zip:

Home Phone:

Drivers License No:

Arnette Optic Illusions, Inc.

12 Harbor Park Dr

Port Washington

NY

11050

516-484-3800

N/A

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

☐ A. The Applicant has no judicially or administratively ordered child support obligations.

☐ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.

☐ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations.

☒ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature:

Date:

Subscribed and sworn to before me this

23rd

day of

October

2012

X

Notary Public Signature

Notary Seal

LISA A. LEWIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LE4743003
Qualified in Nassau County
Commission Expires 2/28/14

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [] Applicant or

☒ Stock/Beneficial Interest Holder

This Statement is an:

☒ Original Statement or ☐ Amended Statement

Identifying Information:

Identifying Information:
Name: Arnette Optic Illusions Inc. ID/B/A: _____

EIN NO. 33-0488442

Street Address:

12 Harbor Park Dr

City: Port Washington

State: NY

Zip Code: 11050

Phone No.:

516-484-3800

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

[] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Luxottica U.S. Holdings Corp.	12 Harbor Park Dr Port Washington, NY 11050	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☐ No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Luxottica U.S. Holdings Corp.	12 Harbor Park Dr Port Washington, NY 11050	100%	Parent Company

Declaration (check the applicable box):

- ☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Michael A. Boxer
Name of Authorized Applicant/Holder Representative (please print or type)

Michael A. Boxer
Signature

mboxer@US.Luxottica.com
E-mail address

SVP, General Counsel & Secretary
Title

October 23, 2012
Date

516-484-3800
Phone Number

Subscribed to and sworn before me
this 23rd day of Oct., 2012

X *Lisa A. Lewis*
Notary Public Signature

My commission expires:

Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [] Applicant or ☒ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or [] Amended Statement

Identifying Information:

Name: Luxottica US Holdings Corp. D/B/A: EIN NO: 11-3491054

Street Address: 12 Harbor Park Dr

City: Port Washington State: NY Zip Code: 11050

Phone No.: 516-484-3800

Form of Legal Entity:

[] Sole Proprietor [] Partnership ☒ Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[] Other (describe)

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name

Address

Percentage Interest in
Applicant/Holder

Luxottica Group S.p.A.
12 Harbor Park Dr
Port Washington, NY 11050
100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee

Name of Principal

Principal's Address

N/A

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name

Address

Percentage of
Beneficial Interest

Relationship

Luxottica Group S.p.A.
Via C. Cantù 2
20123, Milan Italy
100% Parent Company

Declaration (check the applicable box):

[] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

ENRICO CAYATORTA

Name of Authorized Applicant/Holder Representative (please print or type)

CFO & DIRECTOR

Title

Signature

affarisocietari@luxottica.com

E-mail address

Date

+3902863341

Phone Number

Subscribed to and sworn before me
this 30th day of OCTOBER 2011

My commission expires:

X

Notary Public Signature

Notary Seal

EDS-10



11.1.11

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits; zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege:

County Department:

Vision Care Benefits

Risk Mgmt/Office of the Procurement Officer

Applicant Information:

Last name:

SS# (Last Four Digits):

Street Address:

City:

Home Phone:

First Name:

Mi:

State:

Zip:

Drivers License No:

Ludottica Group Sp.A

Via C. Cantù, 2, 20123, Milan Italy

011 3902863341

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- ☐ A. The Applicant has no judicially or administratively ordered child support obligations.
- ☐ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- ☒ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations.
- ☐ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature:

Date:

Subscribed and sworn to before me this 18th day of OCTOBER, 2012

X MASSIMO HALVANO NOTARIO

Notary Public Signature

Notary Seal



EDS-6

11.1.11

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☐ Applicant or ☒ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name: Ludhica Group SpA D/B/A: _____ EIN NO.: N/A

Street Address: Via C. Cantù, 2, 20123, Milan Italy

City: _____ State: _____ Zip Code: _____

Phone No.: 011 39 02 86 3341

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) Italian Owned
Societa per Azioni

EDS-9

11.1.11

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☐ No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

- ☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

ENRICO CAVATORTA
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

affarisocietari@luxottica.com
E-mail address

CFO & DIRECTOR
Title

Date

13902863341
Phone Number

Subscribed to and sworn before me
this 18th day of OCTOBER 20 12

X MASSIMO MALVANO NOTARIO
Notary Public Signature

My commission expires:



11.1.11

EDS-10



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: _____ Title: _____

Business Entity Name: EyeMed Vision Care Phone: 513-715-3408

Business Entity Address: 4000 Luxottica Place, Mason, OH 45040

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
----------------------	-------------	---------------

- | | | |
|----------|-------|-------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |

If more space is needed, attach an additional sheet following the above format.

☒ There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

[Signature]
Owner/Employee's Signature

8/15/12
Date

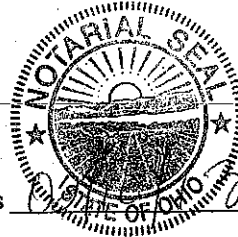
Subscribe and sworn before me this 15th Day of September, 20 12

a Notary Public in and for Warren County

[Signature]
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires _____



JANEL M. NIOLET
Notary Public
In and for the State of Ohio
My Commission Expires
2-10-13

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

Reviewed As To Form
[Signature]
EyeMed Legal

EDS-12

11.1.11

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

12

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

EDS-14b

11.1.11

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: EyeMed Vision Care

BUSINESS ADDRESS: 4000 Luxottica Place
Mason, OH 45040

BUSINESS TELEPHONE: 513 765-3408 FAX NUMBER: 513-492-3408

CONTACT PERSON: Sharon Mukoz, National Account Manager

FEIN: 31-1656473 *IL CORPORATE FILE NUMBER: 0589349

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Liz Digian Domenico VICE PRESIDENT: James Neitzke

SECRETARY: Michael Baker TREASURER: Vito Giannola

**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this

8th day of January, 20 13

X Lisa Kalivas
Notary Public Signature

My commission expires: LISA KALIVAS
Notary Public, State Of New York
No. 01KA6085132
Qualified in Suffolk County
Commission Expires December 23, 20 14

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

Reviewed As To Form
[Signature]
EyeMed Legal

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Not Required

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Shirley E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

Not Required

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 08 DAY OF February, 2013

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

12-18-121

OR

ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: \$ 8,266,722.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM

Shirley E. M.
ASSISTANT STATE'S ATTORNEY

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

FEB - 5 2013

COM _____

EXHIBIT 1

SCOPE OF SERVICES

EXHIBIT 1**SCOPE OF SERVICES****I. DEFINITIONS**

"Member" means the Subscriber and eligible dependents who have health benefits under the County's group medical plan.

"Participating Provider" means any ophthalmologist, optometrist, optician, or retail optical location that has entered into contracts with the Contractor to deliver services consisting of vision exams, materials and contact lenses at negotiated prices.

"Plan of Vision Care Services" or "Plan" means the wellness benefit Contractor shall provide that will allow Members to access and obtain routine eye care, vision exams, prescription eyewear and other vision-related services.

"Subscriber" means the individual who has an employment arrangement, contractual arrangement or affiliation with the County.

"Vision Benefit" means the list of benefits that Contractor shall provide to Members that are listed in Exhibit 2.

II. OBLIGATIONS OF CONTRACTOR**A. SERVICES****1. Vision Benefit**

Contractor shall provide vision care benefits as stated in the parties' contract. Contractor shall administer and provide a quality Plan to all eligible employees and their eligible dependents. Contractor shall provide the Vision Benefits as set forth in Exhibit 2, Plan of Benefits, for distribution to Subscribers at Participating Provider locations. Contractor shall be responsible for administration of the Plan and all Member claims. Contractor shall not alter the prices or the services set forth in Exhibit 2 during the term of this contract.

2. Participating Provider Network

Contractor shall provide a vision network of Participating Providers. Contractor shall reimburse Participating Providers at the rate contracted between Contractor and the Participating Provider.

3. Vision Plan Assistance

Upon reasonable request, Contractor shall assist the County in its Plan regarding issues of vision benefits, eligibility and other administrative services.

4. Member Materials

Subject to the County's approval, Contractor shall design, produce and distribute identification cards and enrollment materials to all County employees. Contractor shall

provide employee-ready Vision Plan Descriptions, including an electronic copy for posting and e-mailing within Cook County. Contractor shall not mail any communication materials to Members without the County's approval.

5. Transition Allowance

Contractor shall provide the County with a \$20,000.00 transition allowance to be used as follows: up to \$5,000 may be used for pre-implementation audit, up to \$5,000 may be used for post-implementation audit and up to \$10,000 may be used for a due diligence audit to take place within one year of the plan effective date.. Transition allowances will be paid upon submission of documentation detailing expenses resulting directly from one of the authorized transition activities.

6. Customer Service

Contractor shall provide a designated national account management team which shall include a daily operational account manager and an account executive. Contractor shall train and maintain adequate levels of staff as determined by Contractor and provide a toll-free telephone number to respond to inquiries from County administrative staff, Members and Participating Providers concerning the Vision Benefit.

7. Provider Locator

Contractor shall maintain a Provider locator service of Participating Providers that Members may access through a toll-free telephone number or via the Contractor's website.

9. Usage Reporting

Contractor shall provide standard usage reports annually, as defined by Contractor, at no charge. All other requested reports shall be produced upon the mutual agreement of the parties and any such cost associated with production of such reports shall require mutual agreement of the parties.

10. County Reporting

Upon reasonable request, and by mutual agreement, Contractor shall provide information to assist the County in preparing reports required to be furnished to governmental entities regarding the Vision Benefit.

11. Health Fairs and Open Enrollment

~~Contractor shall participate in annual health fairs at approximately 12 County locations.~~
Contractor shall assist the County with Open Enrollment, which shall include production of materials and attendance at Open Enrollment events. There will be no additional cost to the County for the contractor's or eye professionals' participation and attendance at health fairs or Open Enrollment.

During Open Enrollment, Contractor's staff shall be available to:

- Answer employees' questions
- Schedule vision screenings
- Provide optical advice
- Discuss health and vision wellness
- Explain the vision benefit
- Provide summaries of benefits to plan participants. Summaries shall include the benefit summary, which describes benefits, vision wellness, open enrollment, phone and web support tools.

12. Eligibility

The Contractor shall be responsible for maintaining Members' eligibility for participation in the Vision Benefits Plan. Contractor and the Cook County Benefits Administrator will mutually agree on file layouts and data exchange frequencies.

13. Notice regarding Federal or State Laws

Contractor shall advise the County of the need to alter contracts or comply with federal and state laws and regulations that are applicable to any of the terms or services provided under this Contract. Contractor shall provide the County with a template of any employee communication material regarding a change in any such laws. Contractor shall not send out such communication without County approval.

14. Pre-existing Conditions

Contractor shall waive any pre-existing conditions for all current and future employees, and their dependents. Contractor shall ensure that all Participating providers waive any pre-existing conditions for all current and future employees, and their dependents.

15. Secure FTP Site

Contractor shall provide the County with access to a secure file transfer protocol (FTP) site for the exchange of County data. Contractor shall provide training to the County regarding use of the FTP site at no additional cost.

16. Reports and Billing

Contractor shall provide all reports, billings, performance measures, service concerns and any other communication to the County in a manner mutually agreed upon by the parties.

17. Privacy and Security of Protected Health Information

Contractor shall comply in all respects with the HIPAA privacy and Security Regulations, 45 CFR Parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 USC Sec. 1320(d) et seq. ("HIPAA"). Contractor shall use patient information only to the extent required to provide services and shall, at all times, maintain the confidentiality of that information using the same procedures the Contractor follows for its own confidential information. Contractor shall adopt, implement and maintain procedures and policies necessary to meet the security and privacy requirements of HIPAA.

18. Websites

a. County Website

Contractor shall provide and maintain a website which can be accessed at EyeSiteOnWellness.com. Contractor's website shall provide a reference library, videos and downloadable educational materials. Contractor's website shall be available 7 days a week, 24 hours a day, except between the hours of 12:00 a.m. and 6:00 a.m. CST daily, when the website will be unavailable for standard maintenance and file updating.

In addition, County may perform the following functions at www.evemedvisioncare.com:

- Review benefit plan information online
- Create reports online
- View, edit and update employee records
- Order replacement ID cards
- Access client newsletters, forms, training and vision wellness information

b. Member Website

Contractor shall provide and maintain a member website from which Members shall be able to perform the following:

- Access Provider directories
- Access Provider directories with driving directions
- Access benefit plan summaries
- Access on-line explanation of benefits (EOB)
- Print ID cards and order replacement ID cards
- Download printable versions of claim forms
- Check claim status
- View claims history
- Identify next eligible date of service
- Submit inquiries to customer service via email
- Access educational information about vision
- Request contact lens refills

Providers shall have access to the following services on Contractor's website:

-
- Verify in real-time the eligibility status of Members
 - Verify benefit plan design
 - Verify applicable copayment amounts
 - Communicate with claims and customer service teams via email
 - Submit claims
 - Receive payment statements and reimbursement electronically after the claim has been processed

The County shall have access to the following services on Contractor's website:

- Review benefit plan information online
- Create reports online
- View, edit and update employee records
- Order replacement ID cards
- Access client newsletters, forms, training and vision wellness information

19. Website Security

Contractor shall use industry standard security protocols and processes for all applications. Such protocols and applications shall include, but not be limited to, the use of verified certificates, intrusion protection systems and firewalls. Contractor's system's architecture shall utilize a DMZ and network segregation for security purposes and will be tested regularly using both internal vulnerability scouring and external penetration testing.

20. Customer Care Center

Contractor shall provide a Customer Care Center to answer Members' questions regarding, including but not limited to, the Vision Benefit, eligibility status and finding a Provider. Contractor's Customer Care Center shall be available via a toll-free telephone number that will offer live agent assistance 7 days a week. Contractor shall be able to provide services in Spanish.

The Customer Care Centers' hours of availability shall be:

Monday – Saturday 6:30 a.m. – 10:00 p.m. CST

Sunday 10:00 a.m. – 7:00 p.m. CST

Contractor will not offer Customer Care Center service on Easter Sunday, Thanksgiving Day or Christmas Day. The Customer Care Center shall utilize interactive voice response (IVR) technology. The IVR feature shall allow Members to access the following self-service functions:

- Speech recognition
- User-friendly prompts
- Benefit-level playback
- Provider locator
- ID card request
- Fax benefits request

The IVR feature shall allow Providers to access the following self service functions:

- Authorization void
- Benefit description request
- Eligibility verification
- Authorization receipt
- Claim status

21. Quality of Service

Contractor shall conduct a quality survey on a sampling of members who call the Customer Care Center within 48 hours of the member's call. Contractor shall survey a statistically significant number of calls per quarter to achieve in-depth program performance analysis.

22. Member Appeals and Grievances

Members with a complaint or inquiry shall be able to contact the Customer Care Center via the Contractor's toll-free telephone number. Contractor's representatives shall be available seven days a week to answer questions and resolve Member inquiries. If the representative cannot resolve a Member's complaint or inquiry, the concern will escalate to Contractor's resource team. If the Contractor's resource team is unable to satisfactorily resolve the problem, the Customer Care Center shall assist Members in writing a complaint. If requested, the Contractor's resource team can then submit the written complaint as a formal complaint to the quality assurance department. All complaints shall be acknowledged by the quality assurance department, in writing, to the Member within 72 hours of receipt. Quality Assurance will review all complaints and summarize the decision in a written resolution letter. The written resolution letter shall be sent to the Member within 30 calendar days.

If the Member elects to appeal the decision, Contractor's grievance subcommittee will hear appeals centered on quality of clinical care. The Contractor's claim appeal subcommittee will hear appeals centered on an adverse benefit determination. Member complaints and appeals shall be resolved in writing within 30 calendar days or less of receipt, and shall be logged for quarterly reporting and shall be maintained for a period of ten years.

23. Obtaining Services

Members shall be able to proceed with the following steps when obtaining in-network services:

1. Locate the Provider of their choice using the customized Provider listing included in their Welcome Packet, online Provider locator tool, customer care IVR system or by calling the Customer Care Center to speak with a representative.
2. Call Provider to schedule an appointment.
3. Show up to receive services and the Provider submits the claim on behalf of the Member.
4. The Provider arranges eyewear fabrication and delivery of materials. Members can download their EOB online.

24. ID Cards

Contractor shall provide Members with two ID cards. Contractor shall mail directly to all enrolled employees' homes Contractor's Welcome Packet, which shall include a Member brochure and the ID cards. ID cards shall be issued in the primary subscriber's name but may be used by any covered family Member. The Welcome Packet will outline co-pays, allowances and network discounts.

25. Claims Department

Contractor shall sufficiently staff its Claims Department in order to appropriately handle and manage the County's Members. Contractor shall provide on-line claims processing that provides real-time, auto-adjudication of claims. All network Providers shall have the ability to submit claims electronically or by hard copy submissions. Contractor shall meet or exceed the following time-frames:

<i>Action</i>	<i>Percentage of time and accuracy</i>
Claims Processed within 5 days	No less than 97% of the time
Claims Processed and paid within 10 days	No less than 97 % of the time
Claim processing accuracy	At least 99 %

26. Quality Providers

Contractor shall utilize the Council for Affordable Quality Healthcare as part of its credentialing process. Contractor shall ensure that Providers are highly qualified and meet industry standards to deliver services to Members. Contractor shall ensure that all Providers have appropriate credentialing. Once credentialed, Contractor shall re-credential all Providers every 24 to 36 months to ensure that Providers are meeting or exceeding ongoing quality commitments. Contractor shall ensure that all Ophthalmologists are DEA certified and that all Optometrists are TPA certified.

27. Different Providers

Members shall be able to receive an exam from one Provider and order materials, such as glasses or contacts, from another Provider. Members shall be able to visit any Provider to receive services and fulfill their prescriptions.

28. Eligibility

Contractor shall accept the following methods of file transmission regarding eligibility:

- SFTP
- E-mail
- Client Web

Contractor shall make benefits available to all individuals included on the County's eligibility file. Contractor shall allow County's Human Resources administrators to maintain and update Membership online, which shall include add, change and delete functionalities.

Contractor shall meet the following processing timeframes:

<i>Action</i>	<i>Time</i>
Electronic file	2 Days
Paper enrollment	3 Days
Web maintenance	1 to 3 hours
Urgent Enrollment	Urgent individual member additions in 4 hours if received by 3pm EST. Send e-mail to enroll@eyemedvisioncare.com and include "URGENT" in subject line

29. Implementation

Contractor shall have an implementation manager who shall manage the entire implementation process, whose responsibilities shall include but not be limited to working cross-functionally with all of Contractor's departments on key deliverables. Contractor shall ensure that the implementation process is smooth and not disruptive to services already being provided by Contractor.

30. Wellness Program

Contractor shall provide its complimentary vision wellness support program, known as EyeMed HealthyEyes, at no additional charge. This program shall:

- Promote the importance of the annual eye exam and facilitates Members receiving annual exams.
- Ensure that every Provider is certified to diagnose, treat and manage eye disease.
- Facilitate exam findings by reporting on patients with high-risk conditions from the eye care Provider to the primary care Provider.
- Capture and report on 54 high-risk condition diagnosis codes for eight high-risk conditions to the County's health plan partner at no additional charge.
- Encourage eye exams and other care to patients with high-risk conditions.
- Provide consultative services to the County's health plan vendor at no additional charge to enhance the understanding and use of the vision plan high-risk diagnosis codes.
- Provide the County with a quarterly summary of Members who have received eye exams with high-risk, ICD-9 codes reported to assess overall eye and general health of the County's Member population as well as quarter-to-quarter trending.

31. Medical Diagnosis Codes

Contractor shall collect medical diagnosis codes within routine vision claims. Contractor shall ensure that all Providers submit applicable ICD-9 diagnosis codes for all patients served. Contractor shall collect codes regarding the following conditions at no additional charge:

- Diabetes
- Diabetic retinopathy

- High cholesterol
- High Blood pressure
- Cataracts
- Glaucoma
- Macular degeneration
- Neurological conditions identified by abnormal pupil reaction

32. Optical locations

Contractor shall provide in-network access to the most preferred national optical relation locations, including but not limited to:

- LensCrafters
- Pearle Vision
- Sears Optical
- Target Optical
- JC Penney Optical

Contractor shall also offer access to regional chains such as Shopko, Sterling Vision and For Eyes Optical.

33. Ensure Provider Quality

Contractor shall monitor Providers thorough its Quality Assurance Program. The areas evaluated under the quality assurance program shall include but not be limited to:

- Credentialing/Re-credentialing - Ensures that Members receive services from licensed, qualified professionals.
- Clinical Studies – Ongoing chart audits
- Instrument and Facilities Evaluation
- Process
- Audit Performance

34. Eye Glass Frames

Contractor shall ensure that Members will have access to all the frames that are available at any Participating Provider. Contractor shall ensure that all Participating Providers carry a minimum of 100 frames that cost no more than \$130.00.

35. Optical Labs

Contractor shall require that labs used by all Participating Providers follow the American National Standards Institute's eyewear fabrication standards.

B. PROVIDER NETWORK SERVICES

1. Participating Provider Independent Contractor

Contractor shall not employ Participating Providers and such Providers are not Contractor's agents or partners. Participating Providers shall participate in the vision network only as independent contractors. Participating Providers are solely responsible for exercising professional judgment related to a Member's care.

2. Malpractice Insurance

Contractor shall ensure that all optometrists and ophthalmologists that are Participating Providers maintain professional liability insurance of at least \$1 million per occurrence and \$2 million annual aggregate. Contractor shall ensure that all opticians that are Participating Providers maintain professional liability insurance of at least \$1 million per occurrence and \$1 million annual aggregate.

3. Network Access

Contractor shall provide County with access to its Participating Providers to provide Vision Benefits to Members.

4. Credentialing

Contractor shall credential, contract with, and re-credential each Participating Provider in accordance with Contractor's credentialing procedures.

5. Nondiscrimination

Contractor's Participant Providers Agreement shall require Participant Providers make its services available to Members on the same basis as those services are provided to all other patients and shall ensure that hat Participant Provider shall not discriminate on the basis of age, sex, race, religion or color.

6. Balance Billing

Contractor's Participant Provider Agreement shall require Providers to not balance bill Members for Vision Benefits; provided, however, a Participating Provider shall collect from Members any copayment of coinsurance amounts for which Members are financially obligated under the Plan and any non-covered service or services.

7. Consistency of Funded Benefits

Contractor shall require that all Participating Providers administer funded benefits and discounts consistently.

C. CLAIMS PROCESSING SERVICES

1. Claims Submission

Contractor shall process claims for Vision Benefits under the Plan for Members. In-network claims will be submitted directly to the Contractor by the Participating Provider.

2. Claims Delegation

County delegates to the Contractor the discretionary authority to determine the validity of claims and appeals under the Plan.

3. Claims Processing

Contractor shall determine the amount of Member benefits payable, if any, for each claim. Contractor shall notify the Member of the payment or if there is a denial or partial denial. Contractor shall disburse payments to Participating Provider or Members, as appropriate, in accordance with respect to Participating Providers, pursuant to the Participating Provider Agreement. Where no benefits are payable, Contractor shall notify the Member of the Denial.

D. INVOICING ARRANGEMENTS

1. Invoice for Vision Benefits

Contractor shall invoice County on a monthly basis for eligible claims processed and paid during the previous month. The County shall self-bill the monthly administrative services fee, as set forth below.

2. Records Maintenance

Contractor owns and shall keep all books and records necessary to reflect accurately the business it transacts with respect to County and to determine the respective rights of the parties under this Agreement. Such books and records shall be kept at the principal place of business of Contractor or at such other location as Contractor determines in its sole discretion. All records will be maintained for a period of at least seven (7) years after the date they are first prepared or for such longer period as may be required by law.

E. RENEWAL RATES

Contractor guarantees the rates under this Agreement for a period of Five (5) years. In no event shall Contractor raise the rates that are guaranteed under this Agreement for a period of Five (5) years.

F. KEY PERSONNEL

Chad Prittie – Senior Director, Account Management

Sharon Mukes – National Account Manager

Angela Epure – Operations Service Manager

Sandi Lolling – Client Support Unit Representative

III. COUNTY'S OBLIGATIONS

A. Certification

1. Certification

The County warrants that it has received a certification in accordance with 45 CFR §164.504(f)(2)(ii), and will provide a copy of such certification to Contractor prior to the Effective Date of the Contract. The County can receive detailed invoices from the Contractor. The County has determined, through its own policies and procedures, that the detailed invoice from Contractor contains the minimum information necessary for the County to carry out its payment and health care operations.

B. ENROLLMENT SERVICES

1. Verification

County shall provide the Contractor with the most current information to verify services and pay Vision Plan Benefits.

2. Membership File

County shall provide Contractor with electronic Member eligibility as set forth herein identifying those individuals that the County determines are eligible to receive Vision Benefits under the Vision Care Plan. The electronic Member eligibility file shall be in either (i) a HIPAA compliant Benefit Enrollment and Maintenance; or (ii) the EyeMed proprietary file format. County warrants that, to the best of its ability, the electronic Member eligibility file will be accurate and that EyeMed may rely on such information to authorize services for such eligible Members. County will provide such electronic Member eligibility file monthly and update Member eligibility information as such information becomes available. In the event County provides a manual update, County agrees to include those individual on the next electronic Member eligibility file provided to EyeMed.

C. PAYMENT OF INVOICE

County will pay the undisputed portion of each Contractor invoice within thirty (30) calendar days after receipt. If County in good faith disputes such invoice on the basis that it is incomplete or incorrect, the County will request any additional information within ten (10) calendar days of receipt of the incomplete or incorrect invoice, and the amounts owing will be paid within fifteen

(15) calendar days after receipt of the information needed to make the invoice complete or correct but in no event earlier than the initial due date. The invoice will be deemed resolved unless the County notified Contractor within ten (10) calendar days that the invoice is not resolved and requires additional information.

D. ADMINISTRATIVE SERVICES FEE

On a monthly basis, the County shall generate an invoice reflecting the payment owed to Contractor for administrative service fees payable during the proceeding monthly period. Within thirty (30) days after the month for which administrative service fees are payable, the County shall remit the invoice together with the applicable administrative service fee payment to the Contractor. Each monthly administrative service fee payment hereunder shall be calculated based upon the number of enrollees reflected in the County's records at the time of calculations multiplied by the administrative service fee per enrollee.

IV. PERFORMANCE GUARANTEES

Contractor agrees to adhere to the Performance Guarantees Schedule included in Attachment 1, Excerpt from EyeMed Proposal, to meet the turnaround times for the listed transactions and to pay the corresponding penalties for failure to meet the relevant turnaround times, up to 20% of Administrative Fees, based on its Book of Business, annually. Any such penalties will be paid on an Agreement year annual basis.

ATTACHMENT 1

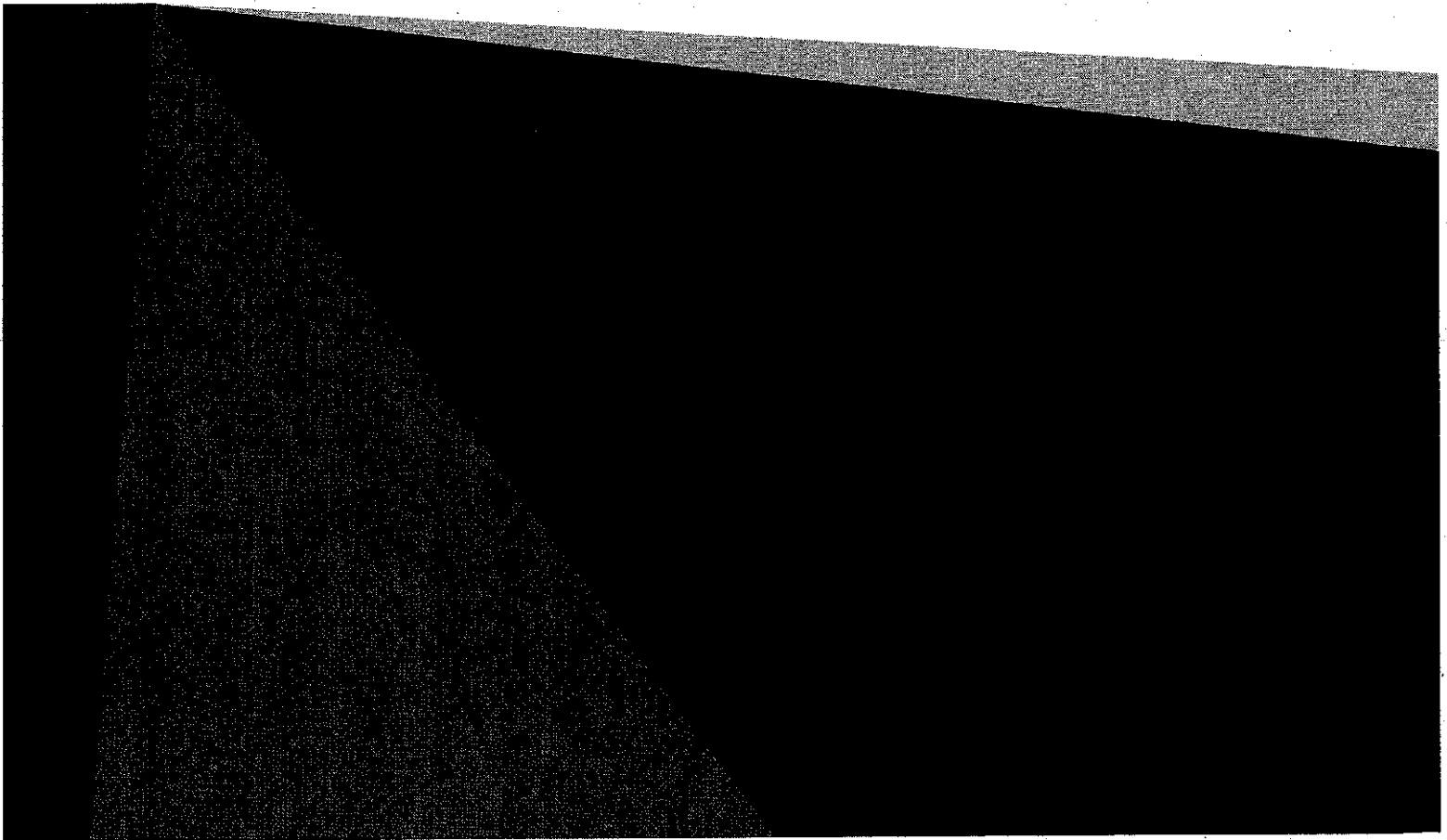
EXCERPT FROM EYEMED PROPOSAL



MERCER

CONSULTING. OUTSOURCING. INVESTMENTS.

VISION CARE BENEFITS QUESTIONNAIRE COOK COUNTY



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1

Confirmations

Please indicate your willingness to provide the minimum plan requirements noted by Cook County. Also, please indicate any deviations, comments or exceptions on each requirement as applicable.

Rating methodology/underwriting assumptions

	Response [double click on box to "check"]
1. The proposed effective date is January 1, 2013.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
2. Financial quotes do not include broker commissions.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
3. Your quotes in this RFP and future quotes assume that you will be responsible for administration of the plan and County for all claims incurred on or after January 1, 2013.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
4. All vision plan fees are quoted on a standalone basis . Rates will hold regardless of the number of enrollees placed with your organization.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
5. You are willing to participate in annual health fairs for approximately 12 Cook County's locations (including participation of your eye doctors at the events)	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations: The County's designated Account Manager, Sharon Mukes, will schedule representation at 12 enrollment events or health fairs with at least 200 employees in attendance. Since the State of Illinois does not allow doctors to perform vision screenings at employer events, our MBE partner, Vision Health Management Systems, Inc. (VHMS) will

	Response [double click on box to "check"]
	attend events. VHMS will be available to answer employee's questions, schedule vision screenings, provide extensive optical advice, discuss health and vision wellness as well as explain the EyeMed vision benefit.
6. You are willing to assist County with Open Enrollment (communication materials, production of materials, attendance of your team and eye care professionals at the OE meetings, etc) at no additional cost.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:

Account management/administration

	Response [double click on box to "check"]
7. You will provide a designated national account management team including a daily operational account manager and account executive.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
8. You agree to maintain eligibility and agree to be flexible in terms of file layouts and data exchange frequency with Cook County's benefits administrator(s).	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
9. Cook County, or a designated third party of Cook County, retains the right to periodically audit files maintained by the vendor at no expense to Cook County.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
10. You agree to be bound by this proposal for a period of 120 days during which time Cook County may request clarification or correction of the proposal for the purpose of evaluation	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
11. Any costs incurred by vendors in preparing or submitting information/proposals are the vendor's sole responsibility. Vendors will not be reimbursed for these costs.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
12. The County will pay for claim payments/administration fees via checks monthly with a 30 days drag.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
13. You must provide employee-ready Summary Plan Descriptions, including an electronic copy for posting and e-mailing within Cook County.	<input type="checkbox"/> Agree <input checked="" type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations: EyeMed will provide Cook County with the vision portion of the Summary Plan Description (SPD) in an agreeable time frame. We welcome the opportunity to review the final draft of the vision portion of the SPD before it is produced by Cook County.
14. You must provide summaries of benefits and coverage (SBCs) to vision plan participants and beneficiaries during open enrollments	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations: We interpret the SBC as any

	Response [double click on box to "check"]
	<p>communication provided to your employees, informing them about the vision plan. That said, we will provide the Benefit Summary, Welcome Packet and EyeSiteOnWellness.com. Since your renewal in 2009, we've made a number of enhancements in our member and client communication as we strive to keep you well informed about your plan and overall vision wellness. The Benefit Summary describes benefits, vision wellness, open enrollment, phone and web-support tools. The Welcome Packet includes a member brochure and two ID cards. Each packet outlines copays, allowances and network discounts, while offering a customized provider listing based on the subscriber's zip code. Lastly, for quick and easy access, EyeSiteOnWellness.com, is our online portal that provides a reference library, videos and downloadable educational materials, made easy for you to distribute to the County's employees. Samples are included in Exhibit 1.</p>
15. Modification of contract terms, including the financial terms, will require written notice to Cook County at least 120 days prior to completion of the initial contract period.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
16. Any written proposal plus any subsequent offers or representations during the proposal process will be considered binding commitments by the vendor.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
17. All information contained in this document, or provided to you for consideration in developing a proposal, shall be considered confidential.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
18. You must advise Cook County of the need to alter contracts and/or comply with federal and state laws and regulations applicable to vendor services. In addition, you agree to provide Cook County with template employee communication material which can be used with respect to	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:

	Response [double click on box to "check"]
the same.	
19. You are to provide Cook County with consulting services as it relates to strategic initiatives and process improvement.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
20. For current and future employees, any pre-existing conditions will be waived.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
21. You will obtain Cook County approval for any communication material that will be mailed to Cook County enrollees.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
22. You agree to provide access to a secure FTP site for the exchange of Cook County data. Training will be provided for no additional cost.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
23. You will provide all reports, billings, performance measures, service concerns and issues, or any other communication to Cook County in a manner mutually agreed upon by both parties. Please provide sample billing, reporting (including client/provider/member satisfaction) and communication materials.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations: Through our partnership, Cook County is familiar with all of our communication materials, as we work well together to develop mutually agreed upon materials. We have provided communications samples in Exhibit 1, sample billing in Exhibit 2 and sample reporting in Exhibit 3.

General proposal requirements

	Response [double click on box to "check"]
24. Even though your RFP Response/Proposal may be rejected, Cook County reserves the right to adapt any of the concepts or ideas contained therein without incurring any liability. Cook County and Mercer agree not to disclose any proprietary or confidential information.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations:
25. Confirm that you will store, transmit, communicate and safeguard individually identifiable health information in a manner	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No

	Response [double click on box to "check"]
consistent with and as required by applicable federal and state law.	Deviations: <input type="checkbox"/>
26. Confirm your organization has satisfied all applicable privacy, EDI transaction and security requirements of HIPAA (Department of Health and Human Services regulations)	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Agree with Deviations (specify below) <input type="checkbox"/> No Deviations: <input type="checkbox"/>

2

Requested plan design

- **Plan Design #1**

Please quote the plan design in **Appendix 2 of the RFQ**. Please note that as agreed in the Request for Qualifications we need you to closely match current plan designs. If there are any deviations from the current plan design provision please list below.

Deviations: Enhancement to the premium progressive lens benefit. Today, the member pays 80% of the charge, less \$110 allowance and the proposed plan increases the discount. Now, members will pay 70% of the charge, less \$110 allowance.

Value added benefits: The County's employees will continue to receive the discounts that our plan offers. Our discounts include:

- 40% discount off unlimited additional pairs of prescription eyewear
- 20% discount off balance exceeding the frame allowance
- 15% discount off balance exceeding the conventional contact lens allowance
- 30% discount on all non-covered items such as; prescription sunglasses, accessories or lens cleaner
- LASIK benefit, 15% off standard price and 5% off promotional price

If you do not include a deviation for a particular provision, we will presume that you are matching the in-force provision.

- **Plan Design #2 and #3**

In addition to quoting the current plan design, please provide us with a quote for the enhanced out of network benefit:

- \$100 allowance (quote#2)
- \$150 allowance (quote#3)

Deviations: Enhancement to the premium progressive lens benefit. Today, the member pays 80% of the charge, less \$110 allowance and the proposed plan increases the discount. Now, members will pay 70% of the charge, less \$110 allowance.

Value added benefits: The County's employees will continue to receive the discounts that our plan offers. Our discounts include:

- 40% discount off unlimited additional pairs of prescription eyewear
- 20% discount off balance exceeding the frame allowance
- 15% discount off balance exceeding the conventional contact lens allowance
- 30% discount on all non-covered items such as; prescription sunglasses, accessories or lens cleaner

- LASIK benefit, 15% off standard price and 5% off promotional price

- Please confirm your ability to administer multiple plans (if needed) for the County:
Confirmed
- Cook County reserves the right to change the plan design(s) prior to the effective date.
Confirm agreement: Confirmed
- If non-covered lens items are available at fixed fees, provide the fee schedule with your response and indicate the plan(s) to which the schedule applies.
Confirm agreement: Cook County employees will continue to receive 30% off on all non-covered items
- Failure to provide all requested information, or to follow requested response formats, will exclude your proposal from further consideration.

3

General questionnaire

Please answer each of the following questions.

The information you provide in this section, as well as in other parts of this questionnaire, will be kept confidential, shared only with Cook County and with Mercer staff engaged in evaluating the effectiveness of your services.

Organizational background

	Response
27. Have you been recently involved in any mergers or acquisitions? Are there any mergers, acquisitions, or dispositions planned for your organization within the next 24 months?	There has not been any recent mergers, acquisitions or dispositions. Luxottica Group, our parent company, is a publicly traded entity; therefore, we are not permitted to release any information on any upcoming changes regarding mergers or acquisitions. However, when appropriate and beneficial for the organization, we will continue to grow both within our existing operations and through targeted future acquisitions.
28. Please attach detailed information regarding litigation, liens, or claims involving your company.	Our parent company, together with its affiliates and subsidiaries, is a large entity with many customers and contracts. As part of our business operations, we are subject to law suits, as well as to regulatory inquiries. The amount and type of litigation is consistent with a company of our size, however details of litigation are considered confidential. No case has had a material adverse impact on EyeMed, or is material to our business overall.
29. Please provide your company's latest financial rating, if rated, and the date of the rating:	
A. AM Best	A.M. Best, Fitch and Standard & Poor's do not rate Luxottica or EyeMed Vision Care because we are not insurance companies. However, the underwriter for the proposed plan, Fidelity Life Security Life Insurance Company, is rated as follows:
	A, August 2011
B. Fitch	AA-, August 2011
C. Standard & Poor's	AA-, August 2011

30. Please provide three governmental client references of similar size (approximately 23,000). Include contact names, addresses, e-mail addresses, and phone numbers as well as the periods of time for which the contracts have been in existence and the number of members covered. **Confirmed. Please refer to Exhibit 4 for references**

31. Indicate your company's client/business mix for your vision coverage book of business as of January 1 of this year:

	Number of Clients	Number of Employees	Number of Members
Self-funded	272	6.5MM	17.7 MM
Fully-insured	8,724	8.7 MM	15.4 MM
Discount Only	Not Applicable	Not Applicable	125 MM
Total	8,996	15.2 MM	158.1 MM

32. Please provide the following member/client information for your vision book of business:

	2010	2011	YTD 2012
Total Membership (funded lives)	26.1 MM	30.4 MM	33.1 MM
Number of new clients	1,600	1,800	847
Number of new members	1.8 MM	4.3 MM	2.7 MM

Account management

	Response
33. Show the organization of the national account service team proposed for Cook County in chart format, including titles. Also, include the geographical location and time commitments to other accounts of each of the account service team members.	
A. Team member 1 name	Chad Prittie
i. Title	Sr. Director of Account Management
ii. Responsibilities	Provides executive leadership support for any ongoing needs or escalations.
iii. Location	Mason, OH
iv. Other time commitments – implementation	Manages a team of national account managers by supporting them with renewals and strategy development throughout the year.

	Response
v. Other time commitments – ongoing	Available to attend business meetings and any client needs.
vi. Governmental benefits experience	10 years.
B. Team member 2 name	Sharon Mukes
i. Title	National Account Manager
ii. Responsibilities	Responsible for ongoing needs and will continue to serve as the County's account manager.
iii. Location	Mason, Ohio
iv. Other time commitments – implementation	Since Cook County is a current EyeMed client, completing the entire implementation process is not necessary. We have all your eligibility and plan information in our system, and therefore, we simply require continued eligibility updates on a regular basis. Retaining EyeMed will ensure the continued seamless administration of the vision plan and will avoid any service disruption.
v. Other time commitments – ongoing	Sharon has provided exceptional service to Cook County's since 2008. She has completely enjoyed servicing the County and looks forward to continuing her partnership with you. Sharon manages a midwestern territory of clients that vary in size, however as done throughout this partnership, she will continue to dedicate the time necessary to taking care of all your needs in a in an accurately and timely manner.
vi. Governmental benefits experience	15 years.
C. Team member 3 name	Angela Epure
i. Title	Operations Manager
ii. Responsibilities	We offer this additional point of contact to Cook County to assist Sharon. Angela works closely with the account management team, providing secondary assistance and ad hoc reporting expertise.
iii. Location	Mason, Ohio
iv. Other time commitments – implementation	Angela's involvement is post-implementation.
v. Other time commitments – ongoing	Serves clients similar size, region, industry and complexity to Cook County.
vi. Governmental benefits experience	20 years.
D. Team member 4 name	Sandi Lolling
i. Title	Client Support Unit Representative

	Response
ii. Responsibilities	Point of contact for member service and claims inquiries
iii. Location	Mason, Ohio
iv. Other time commitments – implementation	Sandi's involvement is post-implementation
v. Other time commitments – ongoing	Serves members of selected clients of similar size, industry and complexity to Cook County
vi. Governmental benefits experience	10 years

	Response (Yes/No)	
	Currently available?	Available by 2013?
34. Which of the following services are currently, or will be available by 2013 through your website?		
A. Member self-service Can members:		
i. Access provider directories?	Yes	
ii. Access provider directories with driving instructions?	Yes	
iii. Access benefit plan summaries?	Yes	
iv. Access on-line EOBs?	Yes	
v. Print ID cards and order replacement ID cards?	Yes	
vi. File a claim?	No - members only file a claims for out-of-network services, which members mail claim form and receipts to EyeMed	No
vii. Download printable versions of claim forms?	Yes	
viii. Check claim status?	Yes	
ix. View claims history?	Yes	
x. Identify next eligible date of service?	Yes	
xi. Submit appeals?	No - members submit via mail to our provider relations department	No
xii. Submit inquiries to customer service via email?	Yes	
xiii. Access educational information about vision?	Yes	

	Response (Yes/No)	
	Currently available?	Available by 2013?
xiv. Check member grievance resolution?	No	No
xv. Access site in different languages?	No	No
xvi. Request contact lens refills? If yes, how many contact lens prescriptions are you currently processing over the internet? What percent of total optical lab prescriptions does this represent?	Yes. In 2011, we processed more than 3,000 contact lens by mail program orders. This was a 39% growth from the previous year. We are not able to track the total percentage of contact lens by mail orders as they are distributed online and not by our Claims department.	
B. Provider support		
Can providers:		
i. Verify in "real-time" the eligibility status of members?	Yes	
ii. Verify benefit plan design?	Yes	
iii. Verify applicable copayment amounts?	Yes	
iv. Communicate with claims and customer service teams via email?	Yes	
v. Submit claims?	Yes	
vi. Receive payment statements and reimbursement electronically after the claim has been processed?	Yes	
C. Plan sponsor/employer support		
Can Cook County:		
i. Review benefit plan information online?	Yes	
ii. Order provider directories online?	No	No
iii. Create reports online?	Yes	

		Response (Yes/No)
		Currently available? Available by 2013?
iv. List other services available to plan sponsors.	View, edit and update employee records Order replacement ID cards Access client newsletters, forms, training and vision wellness information	
D. Web site security/updates:		
i. Describe security built for the web site	EyeMed uses industry standard security protocols and processes for all applications. These include the use of verified certificates, as well as intrusion protection systems and firewalls. EyeMed's system architecture utilizes a DMZ and network segregation for security purposes and is tested regularly using both internal vulnerability scanning and external penetration testing.	
ii. How often is your web site updated and how often do scheduled downtimes occur?	Our website is available nearly 24 hours a day, shutting down for only 2 hours daily between 12 a.m. and 6 a.m. (CST) for standard system maintenance and file updating.	

Member services

	Response
35. Where will member services be handled? Will staff be dedicated/designated to Cook County?	Providing you excellent care since 2001, our award-winning Customer Care Center is primarily located at our corporate headquarters in Mason, Ohio (a suburb of Cincinnati). EyeMed also partners with Convergys, a global leader in call center management, to maintain two additional call centers (Erlanger, Kentucky and Pharr, Texas) for added support on low level calls concerning provider locator, eligibility status and questions regarding the benefit plan. Our secondary call centers answer only EyeMed calls.
36. Describe the procedures for monitoring quality of service and member satisfaction.	<p>Within 48 hours of contact with our Customer Care Center, members are surveyed via outbound calls, thus matching the caller's channel of choice. Due to the high volume of calls managed, we survey a random representative sampling of more than 2,000 callers per quarter to achieve statistically significant base size by week, month and quarter to allow for in-depth program performance analysis.</p> <p>Our 2011 results are as follows:</p> <ul style="list-style-type: none"> •Overall satisfaction: 96% •Overall satisfaction with EyeMed's Customer Care Center: 94% <p>Detailed results of our MSAT survey are confidential</p>
37. What is the annual rate of turnover of service representatives (most recently) for the office you are proposing? _____%	EyeMed's focus on the training, high quality, retention and career development of our associates leads to low turnover in our Customer Care Center. In 2011, we experienced 17% turnover, with staff members averaging three and a half years of service. This is a low turnover percentage compared to the industry standard of 20% - 30% for call centers. The primary reason for turnover is other job opportunities within EyeMed.

	Response
38. What are the hours of operations of member services? Will an IVR option be available? If so, what are the hours?	<p>Our Customer Care Center offers live agent assistance 7 days a week, 362 days a year. Only closing on Easter, Thanksgiving and Christmas. Our hours are Monday – Saturday, 6:30 a.m. – 10:00 p.m. (CST) and Sunday, 10:00 a.m. – 7:00 p.m. (CST).</p> <p>Yes. Our IVR system serves as an important tool for both members and providers. In fact, because of its robust service capabilities, approximately 32% of all calls are completely handled within the IVR, negating the need to speak to a live representative. And with nearly 24-hours of service availability with the IVR, the County's employees and their family members questions will continue to be answered around the clock.</p> <p>The IVR structure features many self-service functions including:</p> <p>For Members:</p> <ul style="list-style-type: none"> •Speech recognition •User-friendly prompts •Benefit-level playback •Provider locator •ID card request •Fax benefits request <p>For Providers:</p> <ul style="list-style-type: none"> •Authorization void •Benefit description request •Eligibility verification •Authorization receipt •Claim status

	Response
39. How is employee/patient satisfaction assessed (at the corporate level, local network, vision clinic, and provider levels)? How often? Describe programs to assure employee/patient satisfaction.	<p>EyeMed is committed to remaining an industry leader in vision benefits administration by implementing continuous quality improvements in the delivery of service. As such, we contract with independent, external market research firms to conduct point of sale and customer service satisfaction surveys.</p> <p>A significant sample of members - approximately 4,800 participants - is surveyed each year in an effort to achieve statistical significance across benefit product lines, networks and specific client groups. Surveyed adults are over the age of 18 who have received services or products from an EyeMed network provider within 72 hours from the date of their filed claim. In 2011, we achieved a 97% satisfaction rating.</p> <p>Our 2011 results are summarized below:</p> <ul style="list-style-type: none"> •Overall satisfaction with the doctor: 98% •Overall satisfaction with the dispensing staff: 98% •Overall satisfaction with the products received: 97% •Overall satisfaction with the plan quality: 95% <p>Detailed results of our MSAT survey are confidential</p>
40. Do you provide member services that speak Spanish? Any other languages?	<p>Yes. We use several means to accommodate callers who do not speak English. We contract with Language Line Services to provide translation in more than 190 languages. We also employ Spanish-speaking representatives in our Customer Care Center.</p>

	Response
41. Please describe your process for Member Appeals and Grievances?	<p>In 2011, EyeMed received only 1,700 written complaints from over 10,000,000 claims, equating to less than .02%. Members with complaints or inquiries should initially contact the Customer Care Center via our toll-free number. Our professional staff of representatives is thoroughly trained in member resolution and available seven days a week to answer questions or resolve member inquiries. If the representative cannot resolve the issue, the Resource Team within EyeMed's Customer Care Center is available for escalation.</p> <p>Occasionally, inquiries cannot be resolved at the call center level. The Customer Care Center can assist in documenting a complaint on behalf of the member, which will be submitted as a formal written complaint to the quality assurance department. All complaints are acknowledged by the quality assurance department, in writing, to the member within 72 hours of receipt. The Sr. Director of Clinical Services will then review the complaint and summarizes the decision in a written resolution letter, to be sent to the member within 30 calendar days or less.</p> <p>If the member elects to appeal the decision, one of two groups will hear the appeal. The Grievance sub-committee will hear appeals centered on quality of clinical care while the Claim Appeal sub-committee will hear appeals centered on an adverse benefit determination. Member complaints and appeals are resolved in writing within 30 calendar days or less of receipt, and are logged for quarterly reporting and maintained for a period of ten years.</p>

	Response
42. Please describe the steps participants follow to obtain vision care services (both in-network and out-of-network).	<p>Currently Cook County's employees have 100% in-network utilization and 64% retail utilization. Should the County decide to add the out-of-network benefit to their plan, we can accommodate the need</p> <p>Members receiving services at an in-network provider will:</p> <ol style="list-style-type: none"> 1. Locate the provider of their choice using the customized provider listing in the ID card packet, online provider locator tool, our customer care's IVR system or by calling our Customer Care Center to speak with a representative. 2. Call provider to schedule an appointment. Many of our providers offer walk-in appointments, in which case, an appointment is not necessary. 3. Show up to receive services and the provider submits the claim on behalf of the member. <p>The provider arranges eyewear fabrication and delivery of materials. Lastly, members can download their EOB online.</p> <p>Members receiving services at an out-of-network provider should:</p> <ol style="list-style-type: none"> 1. Schedule an appointment with the out-of-network provider of their choice. 2. Member must pay for all services at the point of care and obtain all itemized receipts. 3. Member will submit an out-of-network claim form with paid receipts to the Claims Department for reimbursement. Out-of-network claim forms are available through our Customer Care Center, IVR system and website, www.eyemedvisioncare.com.

Response	
43. Please verify if ID cards are offered? If so, how do members receive these cards? Are ID cards required in order for members to receive services, or is it a paperless system?	<p>Yes. Upon renewal, if there are any changes to the current plan, Cook County's employees will receive two new ID cards which will replace the cards that the County's employees have today. The ID cards are included in the Welcome Packet, which will be mailed directly to enrolled employees' homes approximately 10 business days after receipt of clean eligibility data. ID cards are issued in the primary subscriber's name but may be used by any covered family member. For added convenience, replacement or additional cards can be printed from our website or ordered through our Customer Care Center.</p> <p>Our Welcome Packet and ID card rank #1 in our member tools as the most valuable source of benefit information; however, they are not required for members to access the plan benefit. Members can simply identify themselves as EyeMed members upon entering the provider location of their choice. Using their employer, name and date of birth, the provider can then verify eligibility and provide the member with the requested services.</p> <p>To view a sample Welcome Packet, please see Exhibit 1.</p>

Claims

	Response
44. Describe the staffing of the claim office, including number of examiners, their average length of service, and the number of claim processors per 1,000 subscribers (contracts).	<p>Our Claims Department is located in our headquarters in Mason, Ohio and is staffed by 68 associates each with specific processing responsibilities and management oversight. The average length of service is 3 years for claims processors and 7 years for manager. A detail of the department is provided below.</p> <ul style="list-style-type: none">• 2 Senior Claims Managers• 2 Claims Managers• 5 Claims Supervisors• 56 Senior Processors & Processors• 3 Business Analysts <p>EyeMed thoroughly trains all claims processors to handle all accounts. Supervisors must have at least five years' experience and monitor processors. In addition to having responsibility for billing, payment and claim audits.</p> <p>The ratio of claims specialist to subscribers population is 1:223.</p>

	Response
45. Describe your organization's claims processing and payment abilities?	<p>Claims are processed the following ways:</p> <p>Provider On-line Claims (Represents 94% of claims): The provider verifies the member's eligibility, processes the claim and we immediately send the provider's reimbursement check.</p> <p>Provider Hard Copy Claims Submission (Represents 6% of claims): The provider verifies the member's eligibility, completes the claim form. From there, we manually enter it into our system and run it through an automated claims matrix where it is matched up against the authorization number. Lastly, we immediately send the provider's reimbursement check.</p> <p>Member Out-of-Network Claims (This method is not applicable to the County): The member request the claim form via our website, Customer Care Center or IVR system, they then receive services and submit the claim form along with receipts for us to directly mail the reimbursement check to their home.</p>
46. Do you offer an on-line claims processing system for providers? If so, does this system provide real-time auto-adjudication of claims?	Yes and Yes. Our providers can submit claims online. All network providers have the ability to submit claims electronically through the secure, online claims system. Currently, 94% of all network claims are submitted in this way, and 98% off all claims are auto-adjudicated through the use of the claims system matrix.
47. What percent of claims are received electronically?	94%
48. What percent of claims are auto adjudicated?	98%
49. What percentage of claims are paid in-network?	97% for our Book of Business and 100% for the County.

	Response
50. What percentage of claims occur on Saturday and Sunday?	<p>The County currently has 21.1% utilization on Saturday and 5.8% utilization on Sunday. Given those facts, our network truly accomodates the County's employees and their family members' desire for weekend hours. Their utilization exceeds our book of business which is 15.8% for Saturday and 3.3% for Sunday.</p> <p>Our network is built around choice and convenience for our members. To support this, 100% of EyeMed's retail providers including LensCrafters, Target Optical, Sears Optical, JCPanney Optical and Pearle Vision, and most independent providers offer extended evening and weekend hours. Our network provides 50% more accessibility than an independent-only network.</p>

51. Provide the following claims processing statistics:

	Standard	2011
Claims processed in 5 days	97%	99.96%
Claims processed and paid in 10 days	97%	99.96%
Claim processing accuracy	99%	99.60%

Coverage and benefits

	Response
52. Provide a detailed definition of each of the coverages and benefits. For example, define what constitutes a vision exam; discuss what types of frames would be covered under your plan, etc	<p>Eye exams include dilation as necessary at no additional cost to the member. As such, all providers on our network are contracted to perform exams as detailed in our Professional Provider Manual.</p> <p>Contact Lenses: Our contact lens benefit includes contact lens fitting and follow-up coverage in addition to a contact lens allowance. Separating the fit and follow-up benefit from the contact lens allowance saves members approximately 40 – 50% and ensures that the allowance is preserved for the purchase of contact lens materials.</p> <p>With our benefit, members are able to consult with their provider to choose the contact lens type and brand that best meets their needs. We do not use confusing formulary benefits and there are not any limiting manufacture lists to choose from. Our coverage also includes a discount of 15% off the balance over the allowance for conventional contact</p>

	Response
	<p>lenses, as well as a paid in full benefit option for medically necessary contacts. Lastly, members may purchase replacement contact lenses through www.eyemedcontacts.com.</p> <p>Lens Options: Your plan includes UV, Tint, Standard Scratch-Resistant, Standard Polycarbonate, Standard Progressive, Standard Anti-Reflective (AR) Coating, Premium AR Coating and 20% discount off the retail price on other add-ons and services.</p> <p>Frames: The County's employees will continue to have access to all the frames available at a provider location as we do not restrict members with frame towers or frame selections.</p>
<p>53. Will members have access to all frames at every provider location without incurring additional out-of-pocket expense or will there be specific frames to choose from? If there are specific frames to choose from, please indicate your requirements for the proportion or number of 100% covered frames at each provider location.</p>	<p>Cook County's employees and their family members will continue to experience the Freedom and Flexibility that our plan offers.</p> <p>As you know, we do not restrict members' choices to a limiting frame tower or frame selection. In order to ensure high member and provider satisfaction (96% for members, 95% for independents and 98% for retail providers), all frames at all provider locations are available to members through their frame allowance.</p> <p>All EyeMed providers guarantee a frame assortment that meets the lifestyle and budgetary needs of their local consumer base. We require that all providers maintain a proper frame stock for the markets they serve.</p> <p>The proposed frame allowance of \$100 covers approximately 185 frames at a provider location, or 23% of a provider's frame collection. Additionally, all our providers must carry a minimum of 100 frames at a \$130 or less.</p> <p>If a member chooses a frame that exceeds their frame allowance, they will receive 20% off the remaining frame balance for an even greater savings. Members can also apply their frame allowance toward the purchase of prescription sunglasses. Lastly, once the funded frame benefit</p>

	Response
	has been exhausted, members will receive 40% off unlimited additional complete pairs of prescription eye wear – the largest and most flexible additional pair discount in the industry.
54. Please describe your organization's approach to optical lab facilities. Please explain which services are filled in each facility. Under what circumstances must a provider use your lab?	<p>EyeMed's network providers may choose their optical lab based on capabilities and service, or use an on-site lab. This model supports improved turnaround times for eyeglass fabrication, including one hour or same day service. To ensure quality, all labs must follow the American National Standards Institute's (ANSI) eyewear fabrication standards.</p> <p>EyeMed's parent company, Luxottica, owns a U.S.-based, full-service optical lab network, including five central and more than 1,000 in-store labs to support its company-owned and affiliated ophthalmic locations. This lab network produces 10 million eyewear orders annually with an average turnaround time of three days.</p>
55. Are members able to track prescriptions once they are sent to your optical lab facility? Provide an example of applicable screen shots, etc.	Members do not have the ability to track lab orders on-line. Providers manage this process directly with the optical lab facility of their choice and relay any updates directly to patients.
56. Please list any ineligible services or expenses and include a copy of your standard exclusions.	<p>EyeMed's benefits do not include services or materials arising from:</p> <ul style="list-style-type: none"> • Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing • Aniseikonic lenses • Medical and/or surgical treatment of the eye, eyes, or supporting structures • Corrective eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under plan • Services provided as a result of any Worker's Compensation law • Plano non-prescription lenses and non-prescription sunglasses (except for 30% discount) • Two pair of glasses in lieu of bifocals • Discounts on frames where the manufacturer prohibits discount <p>These are stated limitations and exclusions. If a</p>

	Response
	member disagrees with any determination made in relation to our coverage, the claim may be submitted for review through our Grievance and Appeals process.
57. Please indicate any discounts available at network providers for non-covered lens options, frames and contacts costing more than the allowance, and additional pairs of glasses.	<p>EyeMed's plans provide members with additional savings and features that are applied consistently at all provider locations – making out-of-pocket charges predictable and easier to understand by members. Unlike optical retailers at mass merchants or big box retailers, all providers contracted to our network must accept our plans and discount schedules – providing a consistent member experience across the entire network. Our discounts include:</p> <p>Discount on Additional Eyewear Purchases: This discount is the largest and most flexible additional pair discount in the industry, available anytime throughout the benefit year at any network provider location. Members receive 40% off unlimited additional complete pair purchases of prescription eyeglasses after the initial benefit is exhausted.</p> <p>Discounts on Lens Options: Participants realize significant savings through our schedule of fixed pricing for the most popular options:</p> <ul style="list-style-type: none"> • UV Coating • Tint (Solid & Gradient) • Standard Scratch-Resistant • Standard Polycarbonate • Standard Progressive (add-on to bifocal) • Premium Progressive • Standard Anti-Reflective Coating • Premium Anti-Reflective Coating • Other Add-Ons and Services - 30% discount off retail price <p>Discounts on Out-of-Pocket Amounts: Once the plan frame allowance has been applied,</p>

	Response
	members receive 20% off any remaining frame balance and 15% off any balance over the conventional contact lens allowance. Finally, members receive 30% off any item not covered by the plan, such as non-prescription sunglasses, accessories and lens cleaner.
58. What standards have you established for eye examinations? What quality guidelines do you require of your providers?	<p>EyeMed's commitment to delivering quality eye care begins with the delivery of comprehensive eye exams. Our comprehensive eye exam care standards follow those established by the American Academy of Ophthalmology in the "Preferred Practice Patterns" and the American Optometric Association in Clinical Practice Guidelines.</p> <p>Some of the tests and procedures performed with these exams include:</p> <ul style="list-style-type: none"> •Case history •Patient observation •Clinical diagnostic testing, including binocular function •Refractive status •Color vision testing •Stereopsis testing •Assessment, diagnosis and treatment plan <p>To review a complete description of the comprehensive eye exam, please refer to Exhibit 5.</p>
59. Please describe your process for credentialing new providers or lab locations. How do you periodically verify licensure and certification?	<p>EyeMed's Provider Relations department is responsible for the quality network of providers that serve our members today. This department oversees the credentialing of each and every provider, regardless of their mode of practice. It is imperative that each provider meet the quality standards set forth by the industry and adopted into policy by EyeMed prior to practicing within our network. Once credentialed, EyeMed providers are re-credentialed every 24 to 36 months to ensure ongoing quality commitments are met. In addition, EyeMed requires that all ophthalmologists are DEA certified and all optometrists are TPA certified.</p> <p>The credentialing process utilizes the Council for</p>

	Response
	Affordable Quality Healthcare (CAQH). Once a provider completes a CAQH application, VeriPoint verifies the data and EyeMed's credentialing sub-committee reviews and approves all providers.
	The full details of the credentialing and re-credentialing requirements are provided in Exhibit 6.
60. Please describe recent benefit innovations that your organization can offer in 2013.	Our recent innovations include the following product and web enhancements: <ul style="list-style-type: none"> Diabetic Eye Care Benefit Benefits include: <ul style="list-style-type: none"> •Coverage for members with both Type 1 or Type 2 diabetes •Additional office service visit once every six months, with optional copayment •Member eye exam reminders Funded LASIK Some benefits include: <ul style="list-style-type: none"> •One-time allowance of up to \$1,000 •Standard discount can be applied with the allowance •No utilization risk; benefit offered on fixed per-member, per-month basis •Insured benefit available in all 50 states •More than 570 in-network locations Kid's Eyes Benefit Benefits include: <ul style="list-style-type: none"> •Two funded exams in the same benefit year •One free prescription lens change if vision changes within the same benefit year •Funded polycarbonate and photochromic lenses •Contact lens exams, funded fit and follow-up services •40% discount on lost or broken replacement glasses at any in-network location as often as needed •20% discount on sports-related eyewear and plano

Response

sunglasses to protect a child's eyes

Retinal Imaging Benefit: At EyeMed we recognize the importance of early detection. Retinal Imaging is a non-invasive photograph of the structures in the back of the eye that allows providers to document potential signs of many eye conditions such as glaucoma, diabetic retinopathy and age-related macular degeneration. Images can be compared year over year to help in the identification of any change in the patient's eyes.

Contact Lens Bonus Benefit: This benefit includes a \$50 bonus immediately applied to a member's allowance when they purchase an annual supply of contact lenses. So what does this mean to the County, its employees and their family members?

- Greater affordability - less member-out-pocket when purchasing materials
- Saves time in reordering throughout the year and
- Helps avoid risk of health consequences that member may experience by "stretching" contact lens supply

EyeMed HealthyEyes: our complimentary vision wellness support program, works with our network providers and your disease management vendor to promote prevention through the eye exam, report on medical data and educate members on the importance of vision wellness, all while helping to lower your overall healthcare costs. In fact, you can save as much as \$7 for every \$1 spent on an EyeMed vision plan due to reduced absenteeism, increased productivity and lower overall claims costs. **

Mobile Web Capabilities: Members may use their smartphone to locate a provider and get directions to the provider location

Online Reporting: As a part of the Client Web section of our website, we offer our clients online access to reports, including active and termed member rosters, utilization reports and 90-days of premium or administrative fee invoice history

	Response
	Online Scheduling: Coming soon in January 2013, available when the County renews, members can schedule exams from the provider locator on our website.
	Details regarding product innovations are included in Exhibit 7.
	** The Vision Council, Vision Care: Focusing on the Workplace Benefit, Fall 2008.
61. Can a member receive an exam from one provider and materials (frames, lens or contacts) from another provider?	<p>Yes. All members individually are free to choose different providers to receive their exam and materials. EyeMed's free-to-choose model endorses a simplistic approach to accessing your benefits. Members may visit any provider to receive services and fulfill their prescription.</p> <p>Additionally, members have the option of selecting any in-network provider to purchase additional complete pairs of eyewear using the unlimited 40% discount. This option allows members the convenience to shop for materials at provider locations or optical retailers close to their home, workplace or favorite shopping centers.</p>

Eligibility

	Response
62. What methods of file transmission do you accept (i.e. FTP or other secure file transport method)?	<p>We accept the following methods:</p> <ul style="list-style-type: none"> • SFTP • E-mail • Client Web
63. What eligibility formats do you accept? The County currently sends weekly eligibility files using the standard HCFA834 record layout.	<p>Acceptable file formats are as follows:</p> <ul style="list-style-type: none"> • 834x12 file format • EyeMed proprietary fixed length record format • Password-protected zip and PGP encrypted files • Most TPA & proprietary file formats supported
64. Describe your eligibility guidelines (domestic partner, adult dependent	We will continue to make benefits available to all individuals included on the County's eligibility file.

Response													
children, etc.)													
65. Do you provide HR administrators on-line access to maintain membership including add/change/delete functionality?	Yes. Our Client Web allows plan administrators to maintain and update membership.												
66. Do you interface with medical, FSA, etc vendors? Please clarify? If so, how frequently and is there a cost associated with the file exchanges?	Today Cook County does not receive data feeds, however, we have the capability to interface with many medical, FSA and disease management vendors. This is available at no additional charge.												
67. Please provide processing statistics requested below:													
	<table><tr><th></th><th>Standard</th><th>2011</th></tr><tr><td>Electronic file turn-around time</td><td>2 days (Please note that our standard for urgent enrollment is 4 hours)</td><td>100%</td></tr><tr><td>Paper enrollment turn-around time</td><td>3 days</td><td>100%</td></tr><tr><td>Web maintenance turn-around time</td><td>1 to 3 hours</td><td>100%</td></tr></table>		Standard	2011	Electronic file turn-around time	2 days (Please note that our standard for urgent enrollment is 4 hours)	100%	Paper enrollment turn-around time	3 days	100%	Web maintenance turn-around time	1 to 3 hours	100%
	Standard	2011											
Electronic file turn-around time	2 days (Please note that our standard for urgent enrollment is 4 hours)	100%											
Paper enrollment turn-around time	3 days	100%											
Web maintenance turn-around time	1 to 3 hours	100%											

Implementation

Response	
68. Describe the Implementation Process/Timeline in detail, including responsible party for action items.	<p>Since the County is a current EyeMed client, implementation will be kept at a minimum and may not be necessary depending on changes that may occur with the plan. Retaining EyeMed will ensure the continued seamless administration of the vision plan and will avoid any service disruption. If a "mini" implementation is necessary, we'll assign a designated Implementation Manager, Sandee Monnig.</p> <p>For a timeline, refer to Exhibit 8.</p>
69. Does your organization perform a formal implementation satisfaction survey? If yes, what are your implementations satisfaction results over the past 3 years?	Yes. We have achieved 100% satisfaction for all implementations, not only for the past 3 years, but for the past 5 years.
70. Provide the proposed implementation manager for Cook County in chart format, including title, geographical location and time commitments to other accounts for this team member.	
A. Implementation Manager	Sandee Monnig

	Response
i. Title	Implementation Manager
ii. Responsibilities	Manages the entire implementation process, working cross-functionally with all EyeMed departments on key deliverables.
iii. Location	Mason, OH
iv. Other time commitments – implementation	As an Implementation Manager, Sandee will manage various 1/1/2013 implementations. Our 100% implementation satisfaction proves that she is highly capable of managing multiple implementation projects. If implementation is necessary, she will devote the time necessary for a smooth and seamless implementation for the County.
v. Other time commitments – ongoing	If implementation is necessary, Sandee will have minimum involvement after implementation. She has recently transitioned from the account management role to the implementation manager role, so she is well aware of the client's needs during implementation and ongoing services.
vi. Governmental benefits experience	10 years

Wellness

	Response
71. Describe your organization's vision wellness program?	<p>We know that a comprehensive eye exam is about more than just healthy vision; it can reveal early clinical signs of serious eye and general health conditions. And because nearly four times more individuals receive an annual eye examination than a health physical*, eye care professionals have a significant opportunity to drive detection and intervention.</p> <p>EyeMed HealthyEyes, our complimentary vision wellness support program, works with our network providers and your disease management vendor to promote prevention through the eye exam, report on medical data and educate members on the importance of vision wellness, all while helping to lower your overall healthcare costs. In fact, you can save as much as \$7 for every \$1 spent on an EyeMed vision plan due to reduced absenteeism, increased productivity and lower overall claims costs.**</p>

Response

As a disease management partner, EyeMed HealthyEyes:

- Promotes the importance of the annual eye exam and facilitates members receiving annual exams

- Ensures that every provider on our network is certified to diagnose, treat and manage eye disease

- Facilitates exam findings reporting of patients with high-risk conditions from the eye care provider to the primary care provider

- Captures and reports on 54 high-risk condition diagnosis codes (ICD-9) for eight high-risk conditions, more than any other vision plan, to your health plan or disease management partner at no additional charge

- Encourages eye exams and other care to patients with high-risk conditions

- Provides consultative services to your health plan or disease management vendor at no additional charge to enhance the understanding and use of the vision plan high-risk diagnosis codes

- Provides you with a quarterly summary of members that have received eye exams with high-risk ICD-9 codes reported to assess overall eye and general health of their member population as well as quarter-to-quarter trending

*US Dept. of Health-National Health Statistics Reports #8, Aug. 6, 2008

**The Vision Council, Vision Care: Focusing on the Workplace Benefit, Fall 2008

72. Do you collect medical diagnosis codes within your routine vision claims? If so, what conditions do you collect? How many ICD-9 codes are reported? Is there a charge to provide a data feed to a third party data aggregator?

Yes. EyeMed providers are required to submit all applicable ICD-9 diagnosis codes for all patients served. In 2011, EyeMed collected high-risk ICD codes on 3.7% of all claims received. The codes collected covered over 50 high-risk medical condition codes in the categories of:

- Diabetes

- Diabetic retinopathy

- High cholesterol

- High blood pressure

- Cataracts

- Glaucoma

- Macular degeneration

	Response
	<ul style="list-style-type: none"> • Neurological conditions identified by abnormal pupil reaction
	This is available at no additional charge.
73. How many health plans/data aggregators do you transmit claims data to?	135
74. Do you currently integrate with any wellness vendors? If so, how and to what extent?	Yes. Currently, we provide data feeds and have interfaces in place with most of the top health plans, third-party administrators and data aggregators. We collect ICD-9 codes to support our clients health wellness and disease management initiatives. We report our clients health plan on 54 diagnostic codes for 8 high risk conditions, which is more than any other vision plan.

4

GeoAccess

Please provide GeoAccess reports for Cook County by city (using provided census file).

Please complete the geo access template (ensure you submit it in the Excel format).

Access Standards	Vision Provider
Urban/Suburban	2 in 10
Rural	1 in 20

Geographic Location / Description	Total Population	Urban/Suburban - Employees without Access		Rural - Employees without Access	
		Retail	Independent	Retail	Independent

- Include all eligible employees on the census. Zip codes that are not in your service area **must** be included in your analyses.
- For each category, indicate the number of employees with the desired access.

Network arrangements

	Response
75. Is any part of the network(s) not wholly owned or operated by your organization? Please explain.	EyeMed owns the vision provider network. We also have subcontracting relationships with Independent Practice Associations (IPAs) to supplement our network in certain geographical areas. These subcontracted locations account for approximately 1.3% of our network.

	Response
76. Please confirm if you contract with chain or retailers (defined as 20 or more locations) as in-network providers of service? If yes, list the retailers that are included.	<p>Yes. With in-network access to five of the top six most preferred national optical retail locations - LensCrafters, Pearle Vision, Sears Optical, Target Optical and JCPenney Optical, our network includes a provider panel that meets the unique member demographics of Cook County. Our diverse retail offering, defined as 20 or more locations, provides members with overall value, high-fashion frames and the latest in lens and exam technology.</p> <p>In addition to offering our members in-network access to the nation's top optical retailers, we also offer access to regional chains such as Shopko, Sterling Vision and For Eyes Optical.</p> <p>Today, the County has 64% retail utilization which shows that your employees and their family members enjoy the flexible retail feature of our network.</p> <p>A complete listing is included in Exhibit 9.</p>

	Response
77. Describe how your organization monitors your provider network to ensure quality services and materials	<p>EyeMed provides oversight of the care delivered by providers through the Quality Assurance Program, which must be adhered to by all network providers, as outlined in the Professional Provider Manual. The program is monitored by the quality assurance committee, composed of independent optometrists, ophthalmologists, opticians and EyeMed Medical Director.</p> <p>EyeMed addresses adverse findings through individualized education and re-measurement to ensure compliance. Providers remaining non-compliant enter disciplinary action that may include termination from the network. The areas evaluated under the quality assurance program include:</p> <ul style="list-style-type: none"> •Credentialing/Re-credentialing Criteria: All professional providers complete credentialing before joining the network and again at least every 36 months. All criteria are verified by an independent NCQA accredited Credentials Verification Organization (CVO). The credentialing/re-credentialing program ensures that members receive services from licensed, qualified professionals. •Clinical Studies: Ongoing chart audits evaluate provider compliance with the published protocol, which requires pupillary dilation as part of the comprehensive eye exam for members with diabetes. •Instrument and Facilities Evaluation: Random and complaint-responsive facility evaluations determine whether providers operate in a clean, organized environment and have the equipment necessary to conduct a comprehensive eye examination. This process ensures uniform quality standards in office and instrumentation sanitation and safety. •Process, Records and Financial Evaluations: Chart and financial record audits through random and complaint-responsive selection allow EyeMed to determine if providers document required elements appropriately. <p>EyeMed tracks and analyzes provider audit performance. The quality assurance committee 37 assesses the results of audit performance and makes recommendations on improvements to the quality assurance audit process.</p>

	Response
78. What level of malpractice coverage (individual and aggregate) do you require network providers to carry?	The optometrists and ophthalmologists on our networks are required to maintain professional liability coverage of at least \$1 million per occurrence with a \$2 million annual aggregate. Opticians are required to maintain a minimum of \$1 million per occurrence and \$1 million annual aggregate.
79. Are providers required to use a specific lab? If yes, what is the turnaround time?	EyeMed's network providers may choose their optical lab based on capabilities and service, or use an on-site lab. This model supports improved turnaround times for eyeglass fabrication, including one hour or same day service. To ensure quality, all labs must follow the American National Standards Institute's (ANSI) eyewear fabrication standards. Luxottica owns a U.S.-based, full-service optical lab network that produces 10 million eyewear orders annually with an average turnaround time of three days.
80. Are all in-network providers required to administer funded benefits and network discounts consistently?	Yes. Since 2001, Cook County's employees and their family members have experienced the consistency that our network provides.

Network access

	Response	
81. How many of each of the following provider types are in your network nationally?		
A. Ophthalmologists	1,793	
B. Optometrists	21,764	
C. Other (please describe)	640 Opticians	
82. Identify the number of independent and retail providers in your networks.	Independent providers	Retail providers
A. Ophthalmologists	1,761	2
B. Optometrists	11,282	10,482
C. Other (please describe)	542	98

Financial proposal

Please use the following assumptions in developing your financial proposal in the below grid:

- Effective January 1, 2013
- Broker or commission fees should be excluded
- Fees are provided on a firm basis regardless of enrollment outcome
- Provide ASO fees on a per-employee-per-month (PEPM) basis

	Quote#1: Current Plan Design	Quote#2: Current plan design + Enhanced Out Of Network benefit (\$100 allowance)	Quote#3: Current plan design + Enhanced Out Of Network benefit (\$150 allowance)
ASO Fee	\$0.78	\$0.78	\$0.78

- Provide 2013 cost for the following services that the **County** will be responsible for payment

Bill Line Item	In Network	Out of network
1. Exam	Exam with Dilation as Necessary: \$35 in Cook County and \$40 outside Cook County Contact Lens Fit and Follow-up: \$35	Option 1: No out-of-network reimbursement offered Option 2: \$100 allowance applied to member visit Option 3: \$150 allowance applied to member visit
Fit & Follow		
2. Glasses		
A. Lenses		
Single Vision	\$30	
Bifocal	\$50	
Standard Progressive	\$110	
Premium Progressive	\$110	
Trifocal	\$60	
Lenticular	\$90	
B. Lens Options		
Tint (11.5% usage)	\$12	
C. Frame	\$45	

3. Contacts

Conventionals	\$85	
Disposables	\$100	
Medically Necessary	Retail less 5%	

- Provide 2013 cost for the following services that the County **Employees** will be responsible for payment

Bill Line Item	In Network	Out of network
1. Glasses		
A. Lenses		
	Standard Plastic Lenses: \$0 copay	Option 1: No out-of-network reimbursement offered
	Premium Progressive Lenses: 70% of charge less \$110 allowance	Option 2: \$100 allowance applied to member visit Option 3: \$150 allowance applied to member visit
Premium Progressive		
B. Lens Options		
UV Treatment	\$12	
Scratch Coating	\$0	
Polycarbonate	\$35	
Anti-Reflective Coating	\$40	
	\$0 copay, \$100 allowance, 20% off balance over \$100	
C. Frame		
2. Contacts		
	Conventional: \$0 copay, \$100 allowance, 15% off balance over \$100	
Conventionals		
	Disposable: \$0 copay, \$100 allowance, plus balance over \$100	
Disposables		

Response

83. Please confirm that self funded rates are under a three year guarantee and available 2-year contract extension. (Agree/Disagree)	Confirmed. In fact, the proposed plan includes a 5-year rate guarantee.
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	Response
84. Are there any restrictions, caveats or conditions upon which your proposal is based (for example, minimum enrollment, contribution changes, etc.)? (No/Yes and if yes, please describe)	Yes. The proposed plan requires a minimum of 10 subscribers. If enrollment falls below 10 subscribers, we may revisit the proposed fees and can determine whether to implement the plan. However, from our partnership and experience working with Cook County, we do not foresee this as being an issue.
85. Please describe in detail any additional member costs that are not outlined in the financial section above.	<p>Member costs that are not included in the proposed plan design may arise from our benefit exclusions and limitations described below or non-covered items, for which members receive a 30% discount.</p> <p>Benefit Limitations and Exclusions:</p> <ul style="list-style-type: none"> •Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing •Aniseikonic lenses •Medical and/or surgical treatment of the eye, eyes, or supporting structures •Corrective eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under plan •Services provided as a result of any Worker's Compensation law •Plano non-prescription lenses and non-prescription sunglasses (except for 20% discount) •Two pair of glasses in lieu of bifocals •Discounts on frames where the manufacturer prohibits discount

Failure to provide all requested information, or to follow requested response formats, may exclude your proposal from further consideration.

Performance guarantees

Please indicate your administrative fees at risk for each sub-point below. Please also indicate whether you can report each measure on a Cook County-specific basis.

Performance criteria	Performance standard	Measurement	Percent of admin. fees at risk	Please indicate either Cook County-specific or book of business (BOB)
Implementation		Total	5.00%	
1. On-time implementation	Measured by vendor's ability to complete the following functions in an accurate and timely manner according to the detailed work-plan:	<ul style="list-style-type: none"> • General materials delivery • Network discounts • ID cards • Web-based service development/delivery • Documents (for example, SPDs) • Banking setup • Audit of account structure • Audit of plan benefits narrative • Test claims for programming 		Book Of Business
Account management		Total	5.00%	
2. Overall satisfaction With account manager	Refer to Cook County's satisfaction report card	Obtain a min. of 4 rating (5 point scale)		Cook County. The Account Management scorecard will be used as the measurement criteria for this performance guarantee.

Performance criteria	Performance standard	Measurement	Percent of admin. fees at risk	Please indicate either Cook County-specific or book of business (BOB)
3. Notification of reimbursement changes	Notify Cook County at least 60 days prior to the effective date of any reimbursement changes that will impact member costs	Failure to meet on any occasion where 15 or more Cook County employees are affected by reimbursement changes will result in penalty for year		Cook County
4. Notification of significant network activity	Notify Cook County at least 30 days prior to the effective date of any significant network changes, including terminations of network retail outlets, or providers	Failure to meet on any occasion where 15 or more Cook County employees are affected by network changes will result in penalty for year		Book of Business. We will report significant network activity if 5% of national average is affected or if 2% of client population is affected
5. Eligibility issue resolution	Within 24 hours of receipt of written or telephonic notification (excluding weekend and holidays)	Cook County documentation		We will respond to eligibility issues within 24 hours of receipt of data.
6. Standard Reporting	Receipt within ten business days following the end of the reporting period	Cook County tracking		Book of Business for our standard which states we will produce standard utilization reporting package within 30 days of the end of the reporting

Performance criteria	Performance standard	Measurement	Percent of admin. fees at risk	Please indicate either Cook County-specific or book of business (BOB) period
Customer/member service		Total	5.00%	
7. Telephone Response time	Average speed of answer less than 25 seconds	Average results for each of 12 months		Book of Business
8. Call abandonment rate	Less than three percent of calls abandoned	Average results for each of 12 months		Book of Business
9. Eligibility processing	100% accuracy	Within two business days of receipt		Book of Business for our standard of 98% electronic eligibility processed within 2 business days of receipt of clean membership data.
10. Overall satisfaction	80% of respondents indicate overall satisfaction with plan (based on statistically valid sample size)	According to a customer-specific survey, conducted by vendor		Book of Business for our standard of 95% member satisfaction. However, if deemed necessary we are able to implement the requested which will be an additional \$0.03 PSPM of the ASO fee.

Performance criteria	Performance standard	Measurement	Percent of admin. fees at risk	Please indicate either Cook County-specific or book of business (BOB)
Claims administration		Total	5.00%	
11. Turnaround – eyewear reimbursements	85% of reimbursements will be mailed within 14 days	Monthly turnaround report		Book of Business for our standards 99% of clean and valid claims processed and paid within 10 business days and 99.5 in 30 calendar days.
12. Turnaround – eyewear prescriptions	95% of eyewear prescriptions will be shipped within two business days, and 100% within five days of receipt	Monthly turnaround report		Not applicable to EyeMed as our members are free to choose the materials of choice
13. Financial accuracy	Annual dollar accuracy 99% or higher	Vendor's quarterly internal audit results		Book of Business on our standard which exceeds the requested. EyeMed will pay the correct amount on clean and valid claims with at least 99.5% accuracy.
14. Coding accuracy	Annual coding accuracy 98% or	Vendor's quarterly internal audit results		Book of Business for

Performance criteria	Performance standard	Measurement	Percent of admin. fees at risk	Please indicate either Cook County-specific or book of business (BOB)
	higher			our standard Claims Processing performance guarantee which exceeds the requested standard. EyeMed will process clean and valid claims with at least 99% accuracy.
Total fees at risk			20.00%	

Transition Allowance

Please indicate your ability to provide the requested transition and implementation allowances specified below.

Category	Proposed Allowance	Comment
Audits		
Pre-Implementation Audit	\$5,000	Universal Transition Allowance Comment: We have included implementation allowances to put toward any expense related to renewing with EyeMed during the initial year. All expenses will be reimbursed with proper documentation of incurred costs.
Post-Implementation Audit (within three months of go-live)	\$5,000	
Due Diligence Audit (within one year of go-live)	\$10,000	
Ongoing Audits (if vendor fails)	\$0	
Other (please list below)		
	Not Applicable	
	Not Applicable	
	Not Applicable	
Total \$ Amount - Transition Cost Allowances	\$20,000	

EXHIBIT 2

PLAN OF BENEFITS

EXHIBIT 2

**PLAN OF BENEFITS
FOR ALL ELIGIBLE EMPLOYEES AND DEPENDENTS**

Comprehensive Eye Examinations

Members are eligible to receive one comprehensive eye examination every 12 months. Contractor shall ensure that eye exams follow the standards established by the American Academy of Ophthalmology and the American Optometric Association in Clinical Practice Guidelines.

A comprehensive eye exam includes:

- I. **Case History** - A thorough review of the member's past history, medications, general health, ocular symptoms and family history.

- II. **Evaluation of the Visual System's Health Status.**
 - A. **External Evaluation** – An overall assessment and biomicroscopy examination to evaluate the anterior segment of the eye, including the cornea, lense, iris, conjunctiva, lids and lashes.
 - B. **Internal Evaluation** – Direct and/or indirect ophthalmoscopy (including dilation as indicated) to evaluate the posterior segment of the eye, including the retina, optic nerve and blood vessels.
 - C. **Neurological Evaluations** – Observations of the pupillary reflexes to determine if the pupils are equal, round and reactive to light and accommodation.
 - D. **Tonometry** – A measurement of the intraocular fluid pressure of the eye (indicates presence of glaucoma).
 - E. **Perimetry** – This procedure determines abnormalities of both central and peripheral visual field (potential loss of retinal function).
 - F. **Visual Acuity** – This procedure checks for the eye's ability to indentify standard test objects (at a distance of 20 feet or greater), and at the normal near point (14 to 24 inches).
 - G. **Other Tests and Procedures** – Color vision and Stereopsis testing.

- III. **Refractive Status**
 - A. **Objective Refraction** – Retinoscopy and/or Auto-refraction; a procedure to determine an objective measurement of the lens power needed to focus light on the retina (vision correction needed).
 - B. **Subjective Refraction** – This procedure involves the use of subjective patient responses to determine the final end point or prescription needed to focus light on the retina.
 - C. **Accommodative Ability** – This procedure tests the patient's ability to change focus from distant to near.

- IV. Binocular Function** – Professional judgment will dictate the necessary testing to determine binocular vision (both eyes focusing together).
- V. Assessment, Diagnosis and Treatment Plan** -- The Participating Provider documents the refractive status and the ocular health condition, determines any corrective visual aid needed and provides a treatment plan. The provider will communicate this to the patient.
- VI. Contact Lens Evaluation (Exam) Protocol** – Additional procedures to the basic eye examination would include:
- A. **Keratometry** – Measures the curvature of the cornea (front surface of the eye).
 - B. **Diagnostic lens evaluation** – Trial lenses are used to assure proper lens fit and clear vision.
 - C. **Training** – Insertion and removal of contact lenses, proper hygiene and lens care technique.
 - D. **Follow-up visits** – Allows provider to evaluate the fit of the contact lenses, visual status and ocular health. Also ensures compliance with wearing schedules and materials care regime.

Note: The specific tests performed for each patient may vary accordingly to the age of the individual, type and severity of the conditions present or other contributing factors.

Members electing to receive a standard contact lens fit and follow-up examination is covered in full by the Plan. Members receive a \$35.00 allowance toward the cost of a premium contact lens fit and follow-up examination.

Eyewear-Ingredients

Spectacle Lenses:

Members are entitled to receive once every 12 months, one pair of spectacle lenses, any prescription, standard plastic, for the following benefits:

Lens	Member Cost
Single Vision	\$0 Copayment
Bifocal	\$0 Copayment
Trifocal	\$0 Copayment
Standard Progressive*	\$0 Copayment

The purchase of spectacle lenses is in lieu of contact lenses.

* In terms of Progressive Lenses, the County shall cover the cost of Providers standard progressive lenses for eligible employees and dependents. Provider shall bill the County \$ 110.00 for each pair of lenses so provided. If an eligible employee or dependent desires premium progressive lenses (i.e., Kodak, Varilux, etc.), the employee will be responsible

for the retail amount of those lenses, less the \$110.00 covered amount paid by the County.

Frames:

Members are entitled to receive a Plan funded \$100.00 retail allowance, once every 24 months, to be used toward the purchase of eyeglass frames.

Contact Lenses:

Members are entitled to receive a Plan funded \$100.00 retail allowance, once every 12 months, to be used toward the purchase of contact lenses. The purchase of contact lenses is in lieu of spectacle lenses.

Exclusions and Limitations

Benefits are not provided for services or materials arising from:

- Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses;
- Medical and/or surgical treatment of the eye, eyes or supporting structures;
- Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear;
- Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- Plano (non-prescription) lenses and/or contact lenses;
- Non-prescription sunglasses;
- Two pair of glasses in lieu of bifocals;
- Services or materials provided by any other group benefit plan providing vision care;
- Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order;
- Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available;
- Certain brand name Vision Materials in which the manufacturer imposes a no-discount practice;
- Benefits may not be combined with any discount, promotional offering, or other group benefit plans;
- Benefit allowances provide no remaining balance for future use within the same Benefit Frequency.

ATTACHMENT 1

EYEMED ADVANTAGE PLAN A FEE FOR SERVICE

Vision Care Services	Member Cost	Group Cost per Service	Out-of-Network Reimbursement
Exam with Dilatation as Necessary	\$0 Copay	LensCrafters SubLease Doctors - \$40 All Other Providers - \$35	N/A
Contact Lens Fit and Follow-Up: (Contact lens fit and two follow-up visits are available once a comprehensive eye exam has been completed.)			
Standard Contact Lens Fit and Follow-Up:	\$0 Copay, Paid-in-full fit and two follow-up visits	\$35	N/A
Premium Contact Lens Fit and Follow-Up:	\$0 Copay, 10% off retail price, then apply \$35 allowance	\$35	N/A
Frames: Any available frame at provider location	\$0 Copay; \$100 Allowance, 20% off balance over \$100	\$45	N/A
Standard Plastic Lenses: Single Vision Bifocal Trifocal Lenticular Standard Progressive Lens** Premium Progressive Lens**	\$0 Copay \$0 Copay \$0 Copay \$0 Copay \$0 Copay \$0, 70% of Charge less \$110 Allowance	\$30 \$50 \$60 \$90 \$110 \$110	N/A N/A N/A N/A N/A N/A
Lens Options: UV Treatment Tint (Solid and Gradient) Standard Plastic Scratch Coating Standard Polycarbonate - Adults Standard Polycarbonate - Kids under 19 Standard Anti-Reflective Coating Polarized	\$12 \$0 Copay \$12 \$35 \$35 \$40 30% off Retail Price	\$0 \$12 \$0 \$0 \$0 \$0 \$0	N/A N/A N/A N/A N/A N/A N/A
Other Add-Ons	30% off Retail Price	\$0	N/A
Contact Lenses (Contact lens allowance includes materials only)			
Conventional	\$0 Copay; \$100 allowance, 15% off balance over \$100	\$85	N/A
Disposable	\$0 Copay; \$100 allowance, plus balance over \$100	\$100	N/A
Medically Necessary	\$0 Copay, Paid-in-Full	Retail less 5%	N/A
Laser Vision Correction Lask or PRK from U.S. Laser Network	15% off Retail Price or 5% off promotional price	N/A	N/A
Additional Pairs Benefit:	Members also receive a 40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used.	N/A	N/A
Frequency: Examination Lenses or Contact Lenses Frame	Once every 12 months Once every 12 months Once every 24 months		
Monthly Administrative Fee Per Subscriber Per Month (Composite)	\$0.78		

All plans are based on a 58-month contract term and 58-month rate guarantee

** Standard Progressive Lens covered - fund Premium Progressive as a Standard

Additional Discounts:

Member receives a 30% discount on items not covered by the plan at network Providers. Discount does not apply to EyeMed Provider's professional services, or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers.

Members also receive 15% off retail price or 5% off promotional price for Lasik or PRK from the US Laser Network, owned and operated by LCA Vision.

After initial purchase, replacement contact lenses may be obtained via the Internet at substantial savings and mailed directly to the member. Details are available at www.eyemedvisioncare.com.

The contact lens benefit allowance is not applicable to this service.

Benefit Allowances provide no remaining balance for future use within the same Benefit Frequency.

Certain brand name Vision Materials in which the manufacturer imposes a no-discount practice.

Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group.

Rates are valid for groups domiciled in the State of IL.

Fees quoted will be valid until the 3/1/2013 plan implementation date. Date quoted: 4/10/2012.

Rates assume 100% employer contribution for employees and dependents or that the vision program is bundled with medical/dental benefit.

Plan Exclusions:

- 1) Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes or supporting structures;
- 3) Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; Safety eyewear
- 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- 5) Plano (non-prescription) lenses and/or contact lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals;
- 8) Services or materials provided by any other group benefit plan providing vision care;
- 9) Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order.
- 10) Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

If Cook County has chosen this benefit design, attach this document to the group application and sign here:

Signature

Date

TC0

EXHIBIT 3

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Cincinnati OH Office 250 E. 5th Street Suite 2300, Chiquita Center Cincinnati OH 45202-5117 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:														
INSURED EyeMed Vision Care LLC c/o Luxottica U.S. Holdings Corp. 4000 Luxottica Place Mason OH 45040 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: Allianz Global Risks US Insurance Co.</td><td>35300</td></tr><tr><td>INSURER C: Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Allianz Global Risks US Insurance Co.	35300	INSURER C: Indemnity Insurance Co of North America	43575	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
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INSURER C: Indemnity Insurance Co of North America	43575														
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier : MSC

COVERAGES

CERTIFICATE NUMBER: 57004849626

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CGL2004064 SIR applies per policy terms & conditions	12/31/2012	12/31/2013	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISAH08713728	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000		ULA2004065 SIR applies per policy terms & conditions	12/31/2012	12/31/2013	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
C A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WLRC47128973 WLRC47128985 SCFC47128997	12/31/2012 12/31/2012 12/31/2012	12/31/2013 12/31/2013 12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 57004849626

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage relates to EyeMed Vision Care, LLC "Managed Vision Care Program". Includes Professional Liability coverage. Cook County is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract with respect to the General Liability policy. On the General Liability policy, the insurance afforded the Cook County is Primary and Non-Contributory where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER Cook County Office of the Chief Procurement Officer 118 N. Clark Street, Suite 1018 Chicago IL 60602 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Cincinnati OH Office 250 E. 5th Street Suite 2300, Chiquita Center Cincinnati OH 45202-5117 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (847) 953-5390
INSURED EyeMed Vision Care LLC c/o Luxottica U.S. Holdings Corp. 4000 Luxottica Place Mason OH 45040 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Darwin Select Insurance Company 24319	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570048222417

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC <input type="checkbox"/> STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
A	E&O-MPL-Primary			03037769 Managed Care Organization SIR applies per policy terms & conditions	03/15/2012	03/15/2013	Professional Liabll Deductible \$20,000,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence Only

CERTIFICATE HOLDER**CANCELLATION**

Cook County
Office of the Chief Procurement Officer
118 N. Clark Street, Suite 1018
Chicago IL 60602 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

EXHIBIT 4

BOARD AUTHORIZATION

BUREAU OF FINANCE
OFFICE OF THE PURCHASING AGENT continued

BID OPENING

ITEM #22

REFERRED TO RESPECTIVE DEPARTMENTS FOR REVIEW AND CONSIDERATION

Transmitting a Communication from

MARIA DE LOURDES COSS, Purchasing Agent

submitting for your consideration, bids which were opened under the supervision of the Purchasing Agent and a member of the President's staff on Thursday, July 14, 2011 at 10:00 A.M., in the County Building, Chicago, Illinois.

BUREAU OF FINANCE
DEPARTMENT OF RISK MANAGEMENT

CONTRACT

ITEM #23

APPROVED

Transmitting a Communication, dated June 22, 2011 from

LISA M. WALIK, Director, Department of Risk Management

Re: VISION CARE BENEFITS – EYEMED VISION CARE, LLC

On November 5, 2008, the Cook County Board of Commissioners authorized the Purchasing Agent to enter into a contract with EyeMed Vision Care requesting authorization for the Purchasing Agent to enter into a contract to provide eligible Cook County employees and their dependents with a Vision Care program from January 1, 2009 through December 31, 2011.

EyeMed Vision Care and its corporate affiliate and third party administrator, First American Administrators, Inc., have been providing the contracted services since January, 2009. It has recently been determined that the contract did not proceed to Contracts and Bonds nor was the contract executed by the County. The final contract was not fully negotiated until late 2010 and First American Administrators, Inc., the licensed third party administrator and corporate affiliate needed to be added to the contract per a State Consent Order entered into between EyeMed Vision Care and the Illinois Department of Financial and Professional Regulation. As a result of the above, it is hereby requested that the November 5, 2008 authorization be amended as follows:

The amendment is indicated by the underscored and stricken language.

BUREAU OF FINANCE
DEPARTMENT OF RISK MANAGEMENT continued

CONTRACT continued

ITEM #23 cont'd

Transmitting a Communication, dated October 8, 2008 from

LISA M. WALIK, Director, Department of Risk Management

Re: VISION CARE BENEFITS – EYEMED VISION CARE, LLC

requesting authorization for the Purchasing Agent to enter into and execute a contract with EyeMed Vision Care, Mason, Ohio, and First American Administrators, Inc., EyeMed Vision Care's corporate affiliate and third party administrator to provide eligible Cook County employees and their dependents with a Vision Care program from January 1, 2009 through December 31, 2011.

The Request for Proposal (RFP) for Vision Care Benefits was joint initiative by the various municipal agencies and issued by the Chicago Transit Authority. Six (6) national vision care companies responded to this Request for Proposal. Based on an extensive financial analysis and overall evaluation of benefits from the respondents, the Department of Risk Management recommends the selection of EyeMed Vision Care. EyeMed Vision Care, previously known as Cole Managed Vision, offers the following advantages: lowest costs for examinations, spectacle lenses, contact and frames; largest provider network in Cook County with 730 locations; high level of satisfaction for Cook County employees since 1995; responsive service and ease of administration to covered members; very competitive administrative fee; and a five-year rate guarantee for materials and services (three year term, with two one-year renewal options). The proposal from EyeMed Vision Care includes Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) direct participation and has been found responsive to the Contract Compliance guidelines. This will allow Cook County employees to continue to participate in the Vision Care program as part of the fringe benefit package.

All fees and expenses will be paid from the following accounts:

Corporate/Grant: 490-179
Public Safety: 499-179
Health Fund: 899-179

Estimated Annual Fiscal Impact: \$2,900,000.00.

The actual charges for each fund will vary based on the actual monthly utilization.

Vendor has met the Minority and Women Business Enterprise Ordinance.